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The Solicitors' Journal and Reporter.

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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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Cases Reported this Week.

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CURRENT TOPICS.

THE LAND Transfer Bill was down for second reading in the House of Commons on Thursday last. Evidently every effort is to be made to convert it into an Act of Parliament before the Jubilee day.

WITH REGARD to the issue of the Revised Rules of the Supreme Court, we have been favoured with the following report of a question and answer in the House of Commons on the subject, which appear to have escaped the reporters of the daily papers. On Monday, the 8th of March, Mr. ATHERLEY-JONES asked the Attorney-General whether the revision of the Rules of the Supreme Court was now complete; when the rules are likely to be issued; whether the whole of the revised rules would be issued at one time or by instalments. The Attorney-General said: "I am informed that the revision is not complete, and it is not possible to say when it will be complete, as there are many points still to be considered. But the rules will probably be issued in sections, and important alterations will be made.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel: Mr. JOHN CUTLER, Chancery Bar, 1863; Mr. WILLIAM ALEXANDER LINDSAY, Northern Circuit, 1873; Sir WILLIAM HENRY RATTIGAN, Allahabad, India, 1873; Mr. JAMES MULLIGAN, Chancery Bar, 1874; Mr. CHARLES BENJAMIN MCLAREN, M.P., Chancery Bar, 1874; Mr. JOHN GEORGE BUTCHER, M.P., Chancery Bar, 1878; Mr. CLAUDE BAGGALLAY, Parliamentary Bar, 1878; Mr. ALEXANDER D. O. WEDDERBURN, South-Eastern Circuit, 1880; Mr. WILLIAM HENRY UPJOHN, Chancery Bar, 1881; Mr. EDWARD CHARLES MACNAGHTEN, Chancery Bar, 1885; and Mr. CHARLES E. E. JENKINS, Chancery Bar, 1885.

THE REMARKABLE thing about this new batch of "silks" is, of course, the number of members of the Chancery Bar on whom the distinction has been conferred. Has there been any instance in recent times of seven members of that bar being created Queen's Counsel at the same time? Perhaps we may add another notable fact, that all the "we are seven" are

very well qualified for promotion, and if we may adopt the remark of a young sporting friend, are "about as promising a lot of colts as have ever been entered for the Chancellor's Stakes."

We publish elsewhere a draft rule relating to pleadings which nibbles very slightly—we should say infinitesimally—at the Long Vacation. Under the existing practice no pleadings can be amended or delivered in the Long Vacation, unless directed by a court or a judge (R. S. C., ord. 64, r. 4). It is now proposed that in causes intended to be tried at the Autumn Assizes at any place for which the commission day is fixed for a day prior to the 1st of December, summonses may be issued, and pleadings amended, delivered, or filed in the Long Vacation on and after the 1st of October. If the rule had been made to apply to all actions it would perhaps have been a reform of appreciable benefit. As it stands it only serves to emphasize the complete indifference of the authorities to the general desire for the shortening and re-arrangement of the Long Vacation.

We print elsewhere in its final form the rule which is to take the place of R. S. C., ord. 30, r. 1, and which will for the future regulate the taking out of a summons for directions. Hitherto it has been permissible, but not obligatory, to take out such a summons in any cause or matter not specially assigned to the Chancery Division. In making the summons obligatory it has been necessary to define more precisely to what matters it is applicable, and there is an express exemption of Admiralty actions and of actions in which the plaintiff goes to trial without pleadings under order 18A. We pointed out, moreover, upon the appearance of the draft rule (*ante*, p. 363), that since the word "action" includes many originating summonses, it was essential also for it to be made clear that these were not intended to be burdened with the summons, and we are glad to see that the rule as now issued has been altered accordingly. It adheres, however, to the draft rule in extending the summons to actions in the Chancery Division. In every action, therefore, in the Chancery and Queen's Bench Divisions, except actions under order 18A, the summons for directions will be a necessary feature after the 25th of October next, the date on which the rule is to come into operation, unless, indeed, the plaintiff obtains summary judgment under order 14. The summons will have to be taken out after appearance, and before the plaintiff takes any fresh step in the action other than application for an injunction or for a receiver, or for such summary judgment.

It has often been remarked that business is carried on by those engaged in it on the principle of trust and not of suspicion, and that commercial documents are in consequence frequently framed with remarkable carelessness. It is probably for this reason that some bankers in the City still continue to issue letters of credit in a form similar to that which was the subject of discussion in the well-known case of *Re Agra and Masterman's Bank* (L. R. 2 Ch. 391). The form is substantially as follows: "You are hereby authorized to draw upon us to an amount not exceeding £ , and the bank undertake with all persons who are *bonâ fide* holders for value of drafts drawn under this letter of credit to honour the same. All persons making advances upon this letter of credit *are requested* to indorse thereon the amount of their advances." Such letter is given by banks to customers going abroad, and is very frequently not seen again by the banks, and it is obvious that in the hands of a negligent, and still more of a fraudulent person, such a document may give rise to serious complications. The legal effect of the document is similar to that of an advertisement, and a contract is created between the bank and all *bonâ fide* holders of drafts drawn under the letter of credit to pay the drafts up to the amount of the credit. It may well happen that money is advanced upon the letter, and that no indorsement of the advance is made; that the owner of the letter needs a further advance and forgets the amount that he has previously obtained. In such a case the credit may be overdrawn, and the person making the further advance has no opportunity of discovering this, because the previous advance has not been indorsed upon the letter. It seems impossible to hold the bank liable, because they were bound to pay the *bonâ fide* holder of the prior draft the amount advanced, and had no means of preventing their customer from obtaining the second advance; on the other hand it is extremely hard on the second lender that he should be unable to recover on account of the negligence (undiscoverable by him) of the prior lender and the customer.

In the case of fraud similar and more complicated questions arise. Suppose the owner of the credit goes to A. and obtains an advance, which A. indorses on the letter, and which is duly paid: the owner then draws a bill against the letter on a fictitious payee, and therefore of course refrains from indorsing the amount on the letter, but succeeds in getting an advance on the bill, which gets into the hands of a *bonâ fide* holder. The bank, seeing their customer's signature on the draft and having no grounds for suspecting a fraud, pay the amount, as they are probably bound to do, to the *bonâ fide* holder. The owner of the letter then goes back to A. (the first lender) and asks him for another loan, shewing him again the letter which only bears the indorsement of the original loan, and A., seeing this, makes a further advance. In the meanwhile the credit has been exhausted by payment of the fraudulent draft, and the bank therefore refuse to pay A. or the holder who claims through him. Upon whom is the loss to fall? On the one hand, the bank contend that they were bound to pay the *bonâ fide* holder of the fraudulent draft, which purported to be drawn against the letter and contained nothing on the face of it to arouse any suspicion. On the other hand, A. has been guilty of no negligence, having only advanced an amount for which apparently the letter of credit was open. It would certainly seem more equitable that, as between the two innocent parties, the loss should fall upon the bank, who have armed their customer with a document so easily converted into an instrument of fraud, but it is very difficult to arrive at the conclusion that the innocent lender can recover against the bank, who have only contracted to pay any *bonâ fide* holder of a draft drawn under the letter of credit up to the amount of that credit. Whatever the legal liability, it is clearly advisable that a different form of letter of credit should be adopted by all, as it is by many, banks, and that all such letters should be addressed to named agents of the bank, whom they can trust to indorse the amount of their advances upon the letters.

The case of *White* v. *Whitewood*, before Collins, J., illustrates the danger which a landlord runs of losing his land by the operation of the Real Property Limitation Acts if he allows a tenant to be in occupation under an informal arrangement. In 1877 the plaintiffs, who were the freeholders, negotiated for a lease to Taylor, which was to be for a term of seven years from Michaelmas, 1878. Taylor entered into possession, but no lease was executed. In 1880 the defendant was, with the consent of all parties, substituted for Taylor. A draft lease was then prepared by the lessors' solicitors and sent to the defendant's solicitor. Alterations were subsequently made in it on each side, and the final draft approved on the defendant's behalf was sent to the lessor's solicitors, and then nothing more was done save that the defendant remained in possession and the lessors did some repairs. No rent was paid after 1882. Upon these circumstances it was contended on behalf of the defendant that there was no binding agreement for a lease, and that by payment of rent he had become simply tenant from year to year. Hence the statute would run against the plaintiffs from 1882, when the last rent was received, and their title would be extinguished in 1894. This result, however, would be avoided if there was an agreement for a seven years' lease, of which specific performance could be obtained. Such an agreement would confer upon the defendant an equitable term which would be as good as a legal term for preventing the operation of the statute (*Archbold* v. *Scully*, 9 H. L. Cas. 360), and under the present law, indeed, the defendant would have been in exactly the same position as if the lease had been actually granted (*Walsh* v. *Lonsdale*, 21 Ch. D. 9). The result, therefore, depended upon whether there had been an assent by the plaintiffs to the

altered draft sent on behalf of the defendant, and whether there had been such part performance as to take the case out of the Statute of Frauds, and allow of specific performance of the agreement. Under the circumstances COLLINS, J., held that it was to be inferred that the plaintiffs had assented to the altered draft, and had communicated their assent to the defendant; and, moreover, since the possession by the defendant was referable only to the agreement, there had been part performance sufficient to get over the difficulty on the Statute of Frauds. Consequently the defendant was to be treated as being tenant for a term of seven years expiring at Michaelmas, 1885, and the statute, therefore, had not run.

IT HAS BEEN reported in the newspapers this week that a well-known lady has obtained a divorce from her husband in California. The husband is stated to be a domiciled Englishman resident in England. These so-called divorces, granted by foreign courts to English men and women, seem to be getting rather common; but English courts of justice refuse to recognize their validity, and any person acting as if such divorce were valid may run serious risk. As long ago as 1812, it was decided in the famous case of *R.* v. *Lolley* (R. & R. 237) that a divorce obtained against an Englishman by his wife in a Scotch court was no defence to an indictment for bigamy against the man for having married again after the divorce. The question has, however, been several times before the courts in one form or another recently, and a good many of the doubts which have surrounded the subject seem to have been cleared up. Thus, in *Green* v. *Green* (41 W. R. 591; 1893, P. D. 89), BARNES, J., said: "I have looked into the cases and I find no case in which it has ever been decided that a man can be divorced from his wife by the laws of a country in which he had never been resident or domiciled. The petitioner here has always been a domiciled Englishman, and his wife, though an American by domicil of origin, upon her marriage with the petitioner became a domiciled Englishwoman." It is plain from many of the cases that the word "resident," as used by the learned judge, means at the least a *bonâ fide* permanent residence, and not merely a temporary residence taken up with the object of giving the foreign court jurisdiction. Probably, however, no residence of a less degree than is sufficient to create a domicil of choice would be recognized now as sufficient to give a foreign court jurisdiction. In *Le Mesurier* v. *Le Mesurier* (1895, A. C. 517) the judges of the Judicial Committee of the Privy Council expressed it as their opinion that, "according to international law, the domicil for the time being of the married pair affords the only true test of jurisdiction to dissolve their marriage"; and they stated that they fully concurred in the views expressed by Lord PENZANCE in *Wilson* v. *Wilson* (20 W. R. 891, L. R. 2 P. & D. 435): "It is the strong inclination of my own opinion that the only fair and satisfactory rule to adopt on this matter of jurisdiction is to insist upon the parties in all cases referring their matrimonial differences to the courts of the country in which they are domiciled. Different communities have different views and laws respecting matrimonial obligations, and a different estimate of the causes which should justify divorce. It is both just and reasonable, therefore, that the differences of married people should be adjusted in accordance with the laws of the community to which they belong, and dealt with by the tribunals which alone can administer those laws. An honest adherence to this principle, moreover, will preclude the scandal which arises when a man and woman are held to be man and wife in one country and strangers in another."

ONCE MORE the gambling question has come before the judges of the High Court in the case of *Reg.* v. *Davies*, (reported elsewhere) heard last week by the Court for Crown Cases Reserved. This case, however (as probably most lawyers will agree), should never have been allowed to occupy the time of five judges, and the chairman of quarter sessions who reserved it ought to have found no obstacle in the way of directing an acquittal. The defendant was indicted under section 4 of 17 & 18 Vict. c. 38 for that he, "being the occupier of a certain house, did open, keep, and use the same for the purpose of unlawful gaming being carried on therein." It appeared that DAVIES had asked three friends to his house to play whist, and that, after playing that game for some time, they began to play a game of chance called "German Bank," one of the players losing a considerable sum. The jury, in answer to special questions, found that DAVIES, though he did not *open* his house for unlawful gaming, did *use* it on this occasion for such a purpose; also that "German Bank" was an unlawful game, but that DAVIES's house was not a common gaming-house, and that it was used for unlawful gaming on this occasion only. On this finding the chairman ordered a verdict of guilty to be entered, but stated a case. It certainly seems to be rather an extraordinary decision, and to deserve the Lord Chief Justice's epithet of "monstrous." If the decision had been upheld, no person could play for money any game of chance in his own house without running the risk of a criminal prosecution. Such a result was clearly never intended by the framers of the Act under which these proceedings were taken. It is entitled "An Act for the Suppression of Gaming-Houses," and is aimed at putting down houses kept and used as common gaming-houses—a "common gaming-house" being, in the words of HAWKINS, J., in the famous Park Club case, "a house in which a large number of persons are invited habitually to congregate for the purpose of gaming." It is submitted that the reasonable interpretation of the section in question is that the offence is committed only when unlawful gaming is the main purpose for which the house is kept or used, or when the house is habitually used for such a purpose. To convict a person for "using" his own private dwelling-house for the purposes of unlawful gaming because on one occasion he plays a game of chance therein is very like an absurdity. The court also intimated that it is a question of law for the judge, and not of fact for the jury, whether or not a game is an unlawful game, and that this question should not have been left to the jury.

IN THE CASE of *Re Ridding* (45 W. R. 457) STIRLING, J., has endeavoured to put right a misconception which has arisen with regard to the effect of the decision of the Court of Appeal in *Re Courtier* (35 W. R. 85, 34 Ch. D. 136). The question is as to the liability of a tenant for life of leasehold property under a will to pay the annual charges on the property out of income. In *Re Courtier* the Court of Appeal held that a tenant for life was not bound to do certain repairs, and hence in *Re Baring* (41 W. R. 87; 1893, 1 Ch. 61) KEKEWICH, J., appears to have come to the conclusion that a tenant for life is entitled to gross income, and that he can throw the annual charges on the residuary estate. For his own part the learned judge would have held that the tenant for life was bound to keep down periodical payments which were necessary to his occupation, but in deference to the opinion, as he understood it, of the Court of Appeal, that the tenant for life was under no liability with respect to the property, he allowed him to take the gross income. In *Re Courtier*, however, the Court of Appeal were not dealing with periodic charges, but with the liability of the tenant for life to effect repairs which should have been done by the testator in his lifetime. The leaseholds were in a bad state of repair at the death of the testator, and his widow, the tenant for life, kept them up in the same state of repair, but declined to do more. It was with reference to this state of things that the Court of Appeal held that the widow was under no obligation. "There is no rule of law," said COTTON, L.J., "that the tenant for life is bound to do *these repairs* out of the rents and profits." But to absolve the tenant for life from liability to make good the deficiencies of the testator is a very different thing from absolving him from keeping down the annual charges due to his own occupation. In *Re Ridding* (*supra*) a testator directed that the "income derived" from certain leasehold houses should be paid to his widow for her life. According to *Re Courtier*, as explained in *Re Baring*, it was possible to contend that this gave her the gross income; but STIRLING, J., pointing out the true effect of *Re Courtier*, took the natural view that the widow was entitled only to the net income, and, consequently she must bear the expense of all outgoings incurred after the testator's death.

TRUSTS FOR PAYMENT OF DEBTS.

It has long been established that the mere conveyance of property by a debtor upon trust for payment of his debts by a deed to which the creditors are not parties, does not raise in favour of the creditors a trust which they can enforce, and it is competent for the debtor to revoke the trusts and make a fresh disposition of the property (*Wallwyn* v. *Coutts*, 3 Mer. 707). In *Garrard* v. *Lord Lauderdale* (3 Sim. 1, affirmed 2 Russ. & My. 451), well known as the leading case on the subject, this was put upon the ground that where the debtor, without the privity of his creditors and without receiving any consideration, makes a disposition for the payment of his debts, he is merely directing the mode in which his own property shall be applied for his own benefit, and upon this view it was thought possible to reconcile the decision of Lord ELDON in *Wallwyn* v. *Coutts* with the principle of *Ellison* v. *Ellison* (6 Ves. 656) that, though the court will not assist volunteers where the trust has not been completely established, yet an actual conveyance upon trust without consideration will be supported in favour of the *cestui que trusts* against the settlor. "I take the real nature of this deed to be," said Lord BROUGHAM, C. (2 Russ. & My., p. 455), "like that in *Wallwyn* v. *Coutts*, not so much a conveyance vesting a trust in A. for the benefit of the creditors of the grantor, but rather that it may be likened to an arrangement made by a debtor for his own personal convenience and accommodation—for the payment of his own debts in an order prescribed by himself—over which he retains power and control, and with respect to which the creditors can have no right to complain, inasmuch as they are not injured by it, they waive no right of action, and are not executing parties to it."

Although this reasoning has not escaped criticism (see *per* KNIGHT BRUCE, V.C., in *Wilding* v. *Richards*, 1 Coll. 655), yet the decision in *Garrard* v. *Lord Lauderdale* has been accepted as establishing the law, and it was expressly approved by JAMES, L.J., in *Johns* v. *James* (26 W. R. 821, 8 Ch. D. 744; and see *Synnot* v. *Simpson*, 5 H. L. C. 121). It may be taken, therefore, that the mere execution of the conveyance does no more than constitute the trustees the agents of the debtor to carry out his mandate, but that so long as the creditors have not been personally introduced into the arrangement, the mandate remains revocable. If the creditors have been made parties to and have executed the deed, or if they have been consulted and have agreed to the arrangement, the result of course is different. A complete trust in their favour has been constituted and the debtor has no power to revoke it. But in *Garrard* v. *Lord Lauderdale* this effect was not attributed to the mere fact of the communication of the execution of the deed to creditors, an omission which has been criticized in subsequent cases. "It appears to me," said LEACH, M.R., in *Acton* v. *Woodgate* (2 My. & K. 492), "that this doctrine"—namely that a communication by the trustees to creditors of the fact of such a trust would not defeat the power of revocation by the debtor—"is questionable because the creditors, being aware of such a trust, might be thereby induced to a forbearance in respect of their claims, which they would not otherwise have exercised." So in *Browne* v. *Cavendish* (Jo. & Lat., p. 635), Lord St. LEONARDS, while doubting whether every representation to a creditor would give him the benefit of the trust, and observing that it must depend on the character of the representation and the manner it was acted upon, said that he should be sorry to have it understood that a man might create a trust for the benefit of his creditors, communicate it to them, and obtain from them the benefit of their lying by until, perhaps, the legal right to sue was lost, and then insist that the trust was wholly within his own power. And it is now clear that if property be assigned to a trustee who takes possession of it and communicates with the creditors who express their satisfaction, the trust is irrevocable (*Harland* v. *Binks*, 15 Q. B. 713; Lewin on Trusts, 9th ed., p. 569). In general it may be said that the deed operates as a mandate only so long as the creditors have have not been induced to place reliance upon it, but after this has taken place it becomes irrevocable and is enforceable in their favour.

But though the doctrine of *Garrard* v. *Lord Lauderdale* applies to cases where the debtor has done no more than vest the property in a trustee for payment of debts, and where no communication with the creditors takes place in consequence of which their position can be affected, a distinction has been made in cases where the object of the conveyance is to effect a settlement of the property as well as to provide for the payment of debts, and, at any rate if the settlor takes a life interest and the trust for payment of debts does not arise till after his death, it will be assumed that the creditors were as much an object of his bounty as the beneficiaries and the trust will be enforceable in their favour. In *Synnot* v. *Simpson* (*supra*) Lord CRANWORTH, C., said: "I doubt whether the doctrine acted on in *Garrard* v. *Lord Lauderdale* applies to a case where the trust is to come into operation only on the death of its author, and where, subject to the trust for payment of debts, the lands charged are conveyed by way of bounty to a third person. I think it at all events open to argument that in such a case the settlor must *primâ facie* be understood to be dealing with his property as if he was disposing of it by will, and therefore as contemplating bounty throughout." In that case A. and B., a father and son, on the occasion of the son's intended marriage settled certain freehold estates on trusts under which A. was tenant for life. These estates were exonerated from debts due by A. which were made charges on certain leasehold estates. The leasehold estates were vested in trustees on trust to keep down the interest of the debts, and with the consent of A. and B. to sell for payment of the debts. The estates were not sold in the lifetime of A., and after his death it was held that the trust was enforceable at the suit of a creditor whose debt was scheduled to the settlement. The House of Lords arrived at this result on the ground referred to in the passage quoted above, that the scheduled creditors were the objects of the settlor's bounty just as much as the son, who only took the estate subject to the debts. Although the trust for payment of debts might be revocable by the settlor during his life, yet after by his death revocation had become impossible, the trust was finally established in favour of the creditors. The circumstances were similar in *Montefiore* v. *Browne* (7 H. L. C. 241) where the same result followed, and the doctrine has been applied in *Re Fitzgerald's Settlement* (36 W. R. 385, 37 Ch. D. 18), and in *Godfrey* v. *Poole* (13 App. Cas. 497). Where there is a trust for payment of debts and also a disposition of the surplus in favour of persons other than the debtor the latter disposition may by itself save the trust for creditors from being revocable (*Godfrey* v. *Poole*), though this result is made still clearer when the trust for payment of debts does not arise until after the death of the debtor (*Re Fitzgerald's Settlement*).

The distinction between the principle of *Garrard* v. *Lord Lauderdale* and *Synnot* v. *Simpson* has recently been considered by KEKEWICH, J., in *Priestley* v. *Ellis* (45 W. R. 442). There a father and son appointed property to trustees upon trust, subject to the father's life interest, to sell with the consent of the father and son or the survivor, and after the death of the survivor at the discretion of the trustees, and out of the proceeds of sale and the rents and profits till sale to pay the father's debts owing during his life or after his decease. The surplus and the unsold property were to go to the trustees of a settlement of even date, under which the father was tenant for life and the son was tenant in tail in remainder. The contents of the deed of appointment were not communicated to any of the creditors. The property was not sold during the life of the father, but after his death part was sold and the proceeds applied in paying certain creditors, and in 1889 the unsold part conveyed to the trustees of the settlement. Subsequently to this, and after the death of the son, the executors of a creditor of the father of whose debt the trustees of the deed of appointment had been unaware, claimed to have the trust enforced in their favour, and KEKEWICH, J., held that their claim was right. There were certain points in which the case differed from *Synnot* v. *Simpson*, but the general effect was to create a trust in favour of the creditors, which, though it might be revocable during the joint lives of the father and son, yet upon the death of the father without exercising the power of revocation, became complete in favour of creditors. There was no power of revocation in the son alone, and consequently the conveyance of the property in 1889 to the trustees of the settlement could not operate as a revocation and so defeat the claim of the creditor.

LEGISLATION IN PROGRESS.

TRANSFER OF ADVOWSONS.—The Church Patronage Transfers Bill, which has been introduced by the Archbishop of YORK, and read a second time in the House of Lords, provides that, after the passing of the Act, a transfer of the right of nomination or presentation to any cure of souls shall be void unless notice in writing of the intended transfer, and of the name and address of the transferee, shall have been given to the diocesan registrar four weeks before the completion of the transfer, and the transfer is to take effect for all purposes as from the date when a copy of the instrument of transfer shall be deposited in the diocesan registry. The primary object of the Bill is, as the Archbishop, in moving the second reading, stated, to enable the bishop to know from time to time who is the patron of any individual benefices in his diocese, and he thought it would also tend, if not to abolish, at any rate to diminish, the traffic in livings.

BILLS ADVANCED.—The Conveyancing Bill has been read a second time in the House of Lords, and the Workmen's Compensation Bill a second time in the House of Commons.

REVIEWS.

BILLS OF COSTS.

MODELS OF BILLS OF COSTS IN THE HOUSE OF LORDS; COURT OF APPEAL; COMMON LAW; CHANCERY; PROBATE, DIVORCE, AND ADMIRALTY DIVISIONS OF THE SUPREME COURT OF JUDICATURE; AND IN THE LORD MAYOR'S COURT AND THE COUNTY COURT; SCALES AND PRECEDENTS IN CONVEYANCING COSTS, AND DIGESTS OF CASES DECIDED UNDER THE SOLICITORS' REMUNERATION ACT; AND COSTS OF OBTAINING PROBATE AND LETTERS OF ADMINISTRATION, AND PASSING RESIDUARY AND SUCCESSION ACCOUNTS; AND THE FINANCE ACT, 1894; TOGETHER WITH FORMS OF AFFIDAVITS OF INCREASE AND OBJECTIONS TO TAXATION; ALSO THE ALLOWANCES AND COURT FEES IN THE VARIOUS COURTS. FOURTH EDITION. Revised, Enlarged, and Corrected by J. F. C. BENNETT, Solicitor. Waterlow Brothers & Layton (Limited).

This work has the two merits that it is comprehensive and practical. From the statement of its contents given above, it will be seen that it covers both costs in the various courts and also conveyancing costs; and the precedents, the editor states, have been revised by the aid of bills which have recently passed through the hands of the taxing officers. A convenient feature is that, in the models of bills of costs of actions in the Queen's Bench and Chancery Divisions, the plaintiffs' and defendants' costs are set out on opposite pages, so as to correspond item by item. Before the costs of each court or class of business the reader will find the statutes or orders specially referring to them; and the Solicitors' Remuneration Act, 1881, and the order made under it are very usefully prefaced by a digest of the cases decided on the Act and order. It is no part of the plan of the work to provide a treatise on costs in general, but a short introduction gives some of the leading principles with respect to the awarding and taxing of costs, illustrating them by decided cases. The first edition of the work, published in 1880, was edited by Mr. A. T. Layton, and in the preface he said that, in its preparation, he had in mind the necessity that a precedent of costs should also be a suggestion of what steps might or ought to have been adopted. Under the existing system of payment for litigious work, it is obvious that a well-prepared precedent cannot fail to be of service to the practitioner in this manner, and the present work will be useful in guiding an action as well as in ascertaining the remuneration. The arrangement and printing appear to leave nothing to be desired.

BOOKS RECEIVED.

Principles and Practice of the Law of Libel and Slander. With Suggestions on the Conduct of a Civil Action, Forms and Precedents, and all Statutes bearing on the Subject. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

The Law of Motor Cars, Hackney, and other Carriages. An Epitome of the Law, Statutes, and Regulations. By G. A. BONNER, B.A., Barrister-at-Law. Stevens & Sons (Limited).

An Outline of the Law of Libel. Six Lectures delivered in the Middle Temple Hall during Michaelmas Term, 1896. By W. BLAKE ODGERS, M.A., LL.D., Q.C. Macmillan & Co. (Limited).

Selden Society. Select Pleas in the Court of Admiralty. Volume II.: The High Court of Admiralty (A.D. 1547-1602). Edited for the Selden Society by REGINALD G. MARSDEN. Bernard Quaritch.

Mr. Justice North, who had been absent from court for over a week in consequence of a severe chill, resumed his judicial duties on Monday.

CORRESPONDENCE.

MODERN JUDICIAL TENDENCIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to my letter published in your issue of the 15th inst., and your editorial comments upon it, I shall be obliged if you will allow me to make some further remarks relating to the subject of so-called precatory trusts.

In *Lamb* v. *Eames* (L. R. 6 Ch. D. 597) Lord Justice James observed that he could not help feeling that "the officious kindness of the Court of Chancery in interposing trusts" where none were meant "must have been a very cruel kindness indeed." The decision in that case was very likely right enough, and I am not concerned to controvert it. But the observation of the Lord Justice—unnecessary though it was with reference to the circumstances of the case, and indecorous as it seems in my judgment—has been so often quoted and lauded by subsequent judges, that one is compelled to regard it as constituting a sort of landmark in the geography of precatory trusts. Let us endeavour to ascertain its pertinency. It trots out, of course, the common stalking-horse of intention. But we need not be deceived by that. The testator who uses precatory language can seldom or never have intended or not intended to create a trust in the technical sense which the modern judge attaches to that word. It evades the real question, which is, Did he or did he not intend to bind the conscience of the donee? If he did, then it is the duty of the judge (following Bishop Waltham) to enforce the obligation as a trust.

How does the modern judge deal with this question? Sometimes he tells you that the obligation is moral. Surely, if it be moral, it binds the conscience. Sometimes he says (being presumably in that case a card-player) that it is binding in honour. I should have thought that an obligation binding in honour was, above all other obligations, binding on the conscience. Then he resorts to other arguments, such as the argument that the property being given absolutely, no trust can have been intended to be attached to it. But what is the value of that argument? How can the donee give effect to the obligation if he does not get the property? In fact, all property intended to be held in trust is given absolutely to the donee, and the trusts are engrafted upon the interest so given. Or he tells you that the testator, if he had intended to create a trust, could, and surely would, have used the technical language so dear to the soul of the equity lawyer of modern times. But this argument may be retorted. If the testator had intended not to create a trust, he might, and surely would, have said so in plain language. Or he makes much of the surprise which the testator would have felt had he known that the obligation would have been enforced by the court. But he does not allude to the indignation which the testator would have felt had he known that his wishes were disregarded. Lastly, the judge tells you that he sees clearly an intention not to create a trust. But this is the worst reason of all. What one judge sees clearly in the construction of an informal will, another judge cannot see in the least.

Never does the judge tell you that the conscience of the donee is not affected. He either knows that it is, or he does not see the real point. And for that reason I am unable to think that the modern attitude towards precatory trusts—and it is only the attitude that I am dealing with—can be regarded as in any way justifiable.

Upon the other points raised in my letter or by yourself I need not add anything to what I have already said. Blackstone's observation quoted by you was premature, for equities have been created since his time—*e.g.*, the restraint on anticipation. But now, no doubt, equity is a crystallized system. Created originally to remedy the defects and technicalities of the common law, it has come to be administered in a spirit more narrow and technical than that of the old common lawyers themselves. Certainly I have no hope of its improvement (otherwise than by the slow and heavy hand of the Legislature) under modern conditions and while the modern spirit continues. As to the construction of wills I, of course, am well aware of the common objections to the citation of authorities. I attach weight to these objections, but only due weight. The indiscriminate iteration of these objections, without regard to the circumstances of the case, has produced the usual result. They have run away with their riders. For settled principle and collective wisdom is gradually being substituted individual fancy; to interpretation conjecture has succeeded. Selden's sneer, originally unjust, has found its justification, and everything depends upon the length of the judge's foot. It is a variable measure certainly, and objectionable, as anyone can see, on that account; but also at the present day because of its disposition to seek or find a model in that of a Chinese lady. M. G. D.

P.S.—As regards precatory trusts, the climax of perversity and of absurdity seems to have been reached in the case of *Re Williams* (W. N., 1897, p. 40), in which the words "in the fullest trust and confidence" were held not to create a trust. Lord Justice Rigby's

dissent is a hopeful sign. But it is fair to add that I have not seen a full report of the case.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The letter in your last number, over the initials M. G. D., on the subject of Modern Judicial Tendencies, and your comments on it, are of far-reaching importance. The inquiry whether "the system of our courts of equity governed by established rules and bound down by precedents" is not open to a charge of "narrowness" may be of interest to a trained lawyer even when it is carried on in an academic spirit. But if that "narrowness" is the cause of injustice to the suitors in our courts the system must be submitted to an examination conducted on a broader basis. Familiarity with the work of "the system" induces us to close our eyes to the fact that the decision of the court given upon the construction of a will on such a commonplace occasion as the hearing of an adjourned summons is many a time the cause of a crisis in the history of a family. This is unavoidable, but we ought from time to time to examine into our rules and precedents and see whether they do or do not aid in the administration of real justice.

Looked at from this point of view, I venture to think that some of these rules and predecents require reconsideration. I will mention three.

Of these one of the most important is the rule, laid down in *Routledge* v. *Dorril* (2 Ves. jun. 365), that the doctrine of *cy près* has no application to personal estate. Probably this rule has occasioned greater injustice in the distribution of property between the members of a family than any other to be found in the books. Through the accidental infringement of a highly technical, though necessary, rule, property intended by a testator to be given for the benefit of one branch of a family, who are made pecuniary or specific legatees, is carried over to other members of the family who are the residuary legatees, or property intended to be given to some members of a family who are made residuary legatees passes to the next-of-kin, and yet for these wrongs courts of equity have provided no remedy.

At the risk of laying myself open to the charge of presumption, I venture to suggest for consideration whether it would not be just and equitable for the two following rules to be enacted by Parliament, and to be made applicable both to real and personal estate.

1. Where a limitation is void for remoteness, for the reason that the period during which vesting is postponed exceeds by more than twenty-one years the duration of lives in being, such period should be reduced to twenty-one years. Under this rule a gift to A. for life, with remainder to such of his children as attain twenty-five years, would be read as if the gift were to such of his children as attain twenty-one years.

2. A gift to an unborn person for life, with remainder to his issue (as purchasers) or any of them, should vest an absolute interest in that unborn person.

Another instance—though probably not as disastrous in its results—of established rules working injustice is, I think, to be found in the restriction the court have imposed on their liberty to read the word "survivors" as others. When once it is admitted that the word survivors has a secondary as well as a primary meaning, and that testators frequently make use of it in the secondary sense, it surely is not consonant with justice that the court should be so astute as they have shewn themselves in cases like *Benn* v. *Benn* (29 Ch. D. 839) to find reasons for not giving effect to the real intention of the testator, as to which no plain man, not a lawyer, would—as was said by James, L.J.—have the slightest doubt; but the tide has turned—see Lindley, L.J., in *Benn* v. *Benn*—the narrow interpretation is adopted and the courts have decreed that property should be divided between different branches of a family in unequal shares when the testator wished it to be divided between them in equal shares.

I suppose it is too much to hope that Parliament will take the matter in hand and make the rules of grammar subserve the rules of justice.

The thirty-third section of the Wills Act is probably the most striking instance of the interference of the Legislature with questions of this nature. It is much to be regretted that the courts have adopted the narrow construction of this section, and declined to apply it to the case of gifts to a class. Would it not conduce to justice and equity to declare by Act of Parliament that the section should apply to gifts to classes?

There is probably many another instance to be found where the system of our courts of equity is open to the charge of narrowness, and of that kind of narrowness which is not far removed from real injustice.

Would that M. G. D. (whose identity is not to be mistaken) would make a complete examination of this system, and lend the weight of his authority to a well-considered scheme for its improvement!

W.

APPORTIONMENT OF ESTATE DUTY AGAINST ANNUITIES FOR LIFE UNDER THE FINANCE ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The 14th section of the Finance Act, 1894, provides, in the case of property which does not pass to the executor as such, for the recovery by the owner of the property who has paid the estate duty from the person entitled to any charge upon it, of an amount equal to the rateable part of the estate duty; but it does not provide how the rateable part is to be ascertained or recovered, except, if there is a dispute as to the proportion, it may be referred to the court for decision.

If it had been provided that the amount to be recovered should be recovered according to the capitalized value of the annuity, the very awkward result would follow that such an amount would be payable whatever the duration of the annuity, and although the annuitant never became entitled to receive any appreciable payment; but this would not be a rateable part of the duty, nor would it the less be not a rateable part of the duty if determined according to the capitalized value of the annuity, because, as it might be said, the annuity might have been sold. It is obvious that the assessment of duty under the Legacy and Succession Duty Acts according to the capitalized value of a life annuity was rendered practicable and tolerable by the liberty to pay by instalments, determinable if the annuity should cease during the currency of the instalments.

If it is strictly a rateable part of the duty that is to be recovered, it cannot be determined from the capitalized value. The person entitled to a charge and the owner of the property may, of course, enter into such a compromise, and average the payment of the rateable part in whatever manner they agree; but the trustees of real estate given subject to an annuity to a tenant for life would not be authorized to enter into such an unnecessary compromise, without the consent of the annuitant and tenant for life, as would be unjust to one or other, unless in the event—that would be very rare indeed—of the annuitants living the precise period of the expectancy of a person of his age.

Take the case of real property devised in trust of the net annual value of £500 per annum, and of the principal value of £10,000, an annuity of £250 charged upon it for a life, and the duty, which would amount to £300, raised by mortgage at the rate of four per cent., the annual charge for interest, £12, reduces the income to £488 per annum, which during the subsistence of the annuity is divisible in equal parts between the annuitant and the tenant for life.

The recovery of the rateable part of the estate duty will thus be effected by the rateable reduction of the annuity and of the income of the tenant for life, in order to the satisfaction of the interest upon the charge for estate duty, without the possibility of injustice to either, which is all that is contemplated by the 14th section of the Act; and I venture to say, in conclusion, that there is no other mode of precisely adjusting the liability to estate duty of a charge given in the form of an annuity for life, whether it is charged upon an estate devised absolutely or for life.

45, Dame-street, Dublin. WILLIAM WILSON.
May 3, 1897.

BANKRUPTCY COSTS—AN OBJECT LESSON.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A bankruptcy commenced in 1896 on the debtor's petition; closed 1897; ten months in all.

Extract from trustee's final statement:—

Law costs of petition				£15	6 1
Law costs after receiving order				44	12 6
Trustee's remuneration, as fixed by committee of inspection—viz.,					
7½ per cent. on £2,784, assets realized	£208	16	0		
5 per cent. on £2,480 16s. 8d., assets distributed in dividend	124	0	0		
				332	16 0

"Assets realized" simply means a sale of the whole bankrupt's estate at a valuation to a limited company formed to buy it.

Far be it from me to say a word against the trustee, who simply took what the law allows, but to earn £332 16s. in ten months is not bad for one business, whilst the poor lawyers only got £59 18s. 7d.

Moral—Be a Trustee and not A SOLICITOR.
May 13.

The death is announced of the Right Hon. Charles Robert Barry, a Lord Justice of Appeal in Ireland. He was a son of the late Mr. James Barry, Crown Solicitor of Limerick, and was called to the Irish bar in 1848, and soon acquired a large practice. In 1859 he was made a Queen's Counsel, and was subsequently appointed Queen's Serjeant-at-Law, and from 1859 to 1865 was First Crown Prosecutor for Dublin. From 1868 to 1870 he was Solicitor-General for Ireland, and Attorney-General from 1870 till 1872, when he was raised to the Bench.

NEW ORDERS, &c.

RULE OF THE SUPREME COURT (MAY) 1897.

ORDER XXX.

Rule 1 of Order XXX. of the Rules of the Supreme Court, November, 1893, is hereby annulled, and the following Rule shall be substituted in lieu thereof:—

1.—(*a.*) Subject as hereinafter mentioned, in every action a summons for directions shall be taken out by the plaintiff returnable in not less than four days.

(*b.*) Such summons shall be taken out after appearance and before the plaintiff takes any fresh step in the action other than application for an injunction, or for a receiver, or for summary judgment under Order XIV.

(*c.*) The summons shall be in the Form No. 3 (*a*) Appendix K., with such variations as circumstances may require, and shall be addressed to and served upon all such parties to the action as may be affected thereby.

(*d.*) This Rule shall not apply to Admiralty actions within the meaning of section thirty-four of the Judicature Act, 1873, or to actions coming under the provisions of Order XVIIIA., or to proceedings commenced by originating summons.

(*e.*) Where under Order XVIIIA. the defendant applies for a statement of claim, the Judge may deal with such application as if the plaintiff had been entitled to take out and had taken out a summons for directions.

This Rule shall come into operation on the 25th day of October, 1897, and may be cited as the Rule of the Supreme Court (May), 1897, and as Order XXX., Rule 1, with reference to the Rules of the Supreme Court, 1883.

(Signed) HALSBURY, C.
RUSSELL OF KILLOWEN, C.J.
F. H. JEUNE, P.
A. L. SMITH, L.J.
R. VAUGHAN WILLIAMS, J.
R. ROMER, J.
GAINSFORD BRUCE, J.
ROBERT B. FINLAY.
HERBERT H. COZENS-HARDY.
JOSEPH ADDISON.

The 12th of May, 1897.

RULES PUBLICATION ACT, 1893.

RULES OF THE SUPREME COURT.

The following draft Rules are published pursuant to the above-mentioned Act:—

ORDER LXIV.

Rules 4 and 5 of Order LXIV. of the Rules of the Supreme Court are hereby annulled, and the following Rules shall be substituted in lieu thereof:—

4. In causes intended to be tried during the Autumn Assizes at any place for which the Commission day is fixed by Order in Council for a day prior to December 1st, summonses may be issued and pleadings may be amended, delivered, or filed in the Long Vacation on and after the 1st day of October in any year, but shall not be issued, amended, delivered, or filed during any other part of such vacation, unless by direction of the Court or a Judge.

5. Save as in the last preceding Rule mentioned, the time of the Long Vacation in any year shall not be reckoned in the computation of the times appointed or allowed by these Rules for amending, delivering, or filing any pleading unless otherwise directed by the Court or a Judge.

Copies of the above draft Rules may be obtained by any public body, at the Lord Chancellor's Office, House of Lords, S.W.

Memory, says the *St. James's Gazette*, is a fickle jade; but is it quite so untrustworthy as it appeared to the judges of the Queen's Bench Division? An application to quash an affiliation order was made on the ground that the lady had made a mistake as to the sex of the child. This seemed to the court an accidental detail which did not touch the main question.

The treasurer (Mr. Murphy, Q.C.) and the benchers of the Middle Temple, says the *Times*, have arranged a series of festivities in connection with the Diamond Jubilee, the first of which will be a grand banquet in their ancient hall, on Tuesday, July 6, to the Premiers of the self-governing colonies, to which a distinguished company will be invited to meet the Colonial visitors. This will be followed on Friday, July 9, by a subscription ball in the Middle Temple Hall; and on Tuesday, July 13, the treasurer and benchers will have an "At Home" in their hall and gardens from 4 o'clock until 7. The Temple Orchestral Society will play in the hall on this occasion, while the band of the Coldstream Guards will play in the gardens.

CASES OF THE WEEK.

Court of Appeal.

MACHADO v. FONTES. No. 2. 18th May

PRACTICE—PLEADING—STRIKING OUT—WRONGFUL ACT DONE ABROAD—RIGHT OF ACTION IN THIS COUNTRY—NO CIVIL REMEDY IN FOREIGN COUNTRY, BUT ONLY CRIMINAL REMEDY AT INSTANCE OF THE STATE—PLEA OF THE FOREIGN LAW.

This was an appeal from an order of Kennedy, J., at chambers. The plaintiff had brought an action against the defendant for a libel alleged to be contained in a pamphlet published by the defendant in Brazil. The defendant put in a defence denying the allegations of the statement of claim, and afterwards applied in the Manchester District Registry for leave to amend his defence by pleading that if the pamphlet had in fact been published by him in Brazil (which he denied), such publication could not, by Brazilian law, be a ground of legal proceedings against the defendant in which damages could be recovered, or alternatively that such publication could not be a ground of legal proceedings against the defendant, in which the plaintiff could recover general damages for any injury to his credit, character, or feelings. It was alleged on behalf of the defendant that in cases of libel the law of Brazil provided only for criminal proceedings being taken by the State for the punishment of the libeller, and gave no remedy of any kind to or on the suit of the person libelled; or, in the alternative, that the person libelled could recover only "special damage" occasioned to him by the libel. The registrar at Manchester allowed the amendment, and on appeal Day, J., affirmed his decision, but gave leave to appeal. On behalf of the defendant it was contended that an act done abroad, and not giving to the plaintiff in the country where it was done any right of action, was not actionable in this country. For the plaintiff it was argued that an act which would have been actionable if done here might be sued upon here, though done abroad, unless it were shewn to be justifiable or excusable by the law of the place where it was done.

THE COURT (LOPES and RIGBY, L.JJ.) allowed the appeal.

LOPES, L.J., said: I am of opinion that this appeal must be allowed. An action has been brought by the plaintiff against the defendant for a libel alleged to have been published by the defendant in Brazil, and as to this publication in Brazil the defendant has pleaded the plea that such a publication cannot be the ground of legal proceedings against the defendant in Brazil, or at any rate that it cannot be the ground of any legal proceedings in Brazil in which general as distinguished from special damages can be recovered. It appears to me that that is the meaning of the language used, that only special damages can be recovered. Mr. Walton says that that is not the meaning of the plea, but that it is intended to raise a larger question than that—that it is intended to say that in Brazil libel cannot be made the subject-matter of civil proceedings at all, but only of criminal proceedings. I will assume, for the purpose of my judgment, that that is the true meaning. Now, the principle applicable appears to me to be this. Where the words complained of have been published outside the jurisdiction the general principle applicable is that the publication alleged to be an injury must be wrongful both by the law of England and also by the law of the country where the publication took place. The first thing for us to do, then, is to see whether the conditions have been satisfied. In *Phillips* v. *Eyre* (L. R. 6 Q. B. 1, 28) Willes, J., lays down very distinctly what the requisites are in such a case. He says: "As a general rule, in order to found a suit in England for a wrong alleged to have been committed abroad, two conditions must be fulfilled. First, the wrong must be of such a character that it would have been actionable if committed in England; therefore, in *The Halley* (16 W. R. 998, L. R. 2 P. C. 193), the Judicial Committee pronounced against a suit in the Admiralty founded upon a liability by the law of Belgium for collision caused by the act of a pilot, whom the shipowner was compelled by that law to employ, and for whom, therefore, as not being his agent, he was not responsible by English law. Secondly, the act must not have been justifiable by the law of the place where it was done." Then we find in *The M. Moxham* (24 W. R. 650, 1 P. D. 107, 111) these words: "It is settled that if by the law of the foreign country the act is lawful, or is excusable, or even if it has been legitimized by a subsequent act of the Legislature, then this court will take into consideration that state of the law; that is to say, if by the law of the foreign country a particular person is justified, or is excused, or has been justified or excused, for the thing done, he will not be answerable here." Both of those cases seem to me to go to the length of establishing that if the act complained of is one which in the foreign country where it was done would be an innocent act, that will be a good defence. There is no doubt that the present action complies with the requirements laid down by Willes, J., for the act of publication was not justifiable or excusable in Brazil. If the publication in Brazil is actionable, then the right of action in this country is established, and a remedy in this country, and according to the law of this country, follows from that. Therefore, in this case damages would flow from the libel, just as in any action brought in respect of the publication of a libel in this country. It was said that it would be much better this question should not be decided at the present time, but that a commission should go for the examination of the witnesses in Brazil. But if our view is correct, that would be a mere waste of time and money. I think, therefore, that the plea put in by the defendant ought to be struck out.

RIGBY, L.J., delivered judgment to the same effect, saying that the judgment of Willes, J., in *Phillips* v. *Eyre* (*ubi supra*) made it plain that, unless the act done was by the law of the place where it was done either

justifiable or excusable, it was unnecessary to consider whether by the law of that country the remedy for the act was by civil or by criminal proceedings.—Counsel, *C. Montague Lush; Joseph Walton*, Q.C., and *Arthur J. Ashton*. Solicitors, *Grant, Bulcraig, & Co.*, for *Parker, Ayre, & Moorhouse*, Manchester; *Chester & Co.*, for *Crofton, Craven, & Worthington*, Manchester.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

High Court—Chancery Division.

Re **SOUTH AFRICA SALTPETRE FIELDS (LIM.)**. North, J. 18th May.

Company—Rectification of Register—Contract to Issue Shares as Fully Paid—Option to Pay Either in Cash or Shares.

This was an application to rectify the register under the following circumstances. On the 23rd of December, 1895, a contract was registered for the purchase by the company of certain property, the consideration being either cash or fully paid up shares at the option of the company. On the 15th of January, 1896, shares were issued in pursuance of this contract. The company was perfectly solvent, as its assets far exceeded its liabilities. The company was advised that the registered contract was insufficient, inasmuch as there was no contract to purchase for shares in any event. It was considered, therefore, that the shares issued to the vendors in payment of the purchase-money under the contract was held by them as unpaid. It was proposed, therefore, with the consent of all parties, to rectify the register by removing the name of the vendors and their nominees, and to register a firm contract to pay for the property in shares.

North, J., made the order as asked.—Counsel, *Swinfen Eady*, Q.C.; *Rowden; Chubb*. Solicitors, *Bird & Eldridge*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

GLASSE *v.* **WOOLGAR AND ROBERTS**. North, J. 18th May.

Breach of Contract—Injunction—Sufficient Remedy in Damages.

This was an application to restrain the defendants from letting windows in a house in Fleet-street for the 22nd of June, upon the day of the Queen's procession. The defendants had contracted to let the windows to the plaintiff for £15, but, as the landlord required the windows and the defendants found that they had no power to sublet, the money was returned and the defendants said that it was impossible for them to carry out the contract.

North, J., said that he would not grant an injunction. There was a sufficient remedy in damages, for there was no evidence that seats could not be got elsewhere. If the plaintiff did get them elsewhere and had to pay more than £15 he could claim the increase of price as damages for the breach of the agreement.—Counsel, *Lavington; Morrow*. Solicitors, *Richards; Jordan & Lavington*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

CROWSHAW *v.* **LYNDHURST SHIP CO.** Stirling, J. 12th and 13th May.

Company—Winding Up—Judgment Creditor—Receivership Order, Effect of.

This was an action raising questions as to the rights of judgment creditors who had obtained a receivership order in the winding up of a company. The action was brought by the mortgagees of a ship and freight against the mortgagors, who were a company, and various incumbrancers, among whom were the London and North-Western Bank (Limited). The bank had, on the 5th of February, 1896, after prior mortgages and charges had been executed, recovered judgment against the company in the Queen's Bench Division. On the 1st of April of the same year they obtained a receivership order. The bank then proceeded in the regular way to give an appointment before the master to fix the security. On the 19th of April notice was served on the company, who did not appear, and the matter stood over from time to time, and on the 18th of June the receivership order was slightly modified by endorsement. Meantime, on the 21st of May an order had been made to wind up the company. On the hearing of the action the liquidator of the company, on behalf of the general body of creditors, resisted the contention of the bank that, after satisfaction of the prior charges, they were entitled to any balance out of the proceeds of sale of the ship paid to the receiver or to the credit of the funds in court in priority to the general body of creditors.

Stirling, J.—The question is one of law and, if all formalities were complied with, might require the decision of a judge of the Queen's Bench Division, and, perhaps, ultimately of the judge to whose court the winding up is attached. But it has been agreed that I shall dispose of this case as if I had jurisdiction over the case in the Queen's Bench Division and the winding up, and as if the application were made either by the bank as judgment creditors for leave to pursue their further remedies under the receivership order, or as if the liquidator were applying to stay further proceedings under that order. What is the effect of this order? This was considered by the Court of Appeal in *Re Potts* (41 W. R. 337; 1893, 1 Q. B. 648). In that case there was a bankruptcy, and the question was whether an order almost exactly similar in terms to the order of the 1st of April made judgment creditors "secured creditors" within the meaning of the Bankruptcy Act, 1883. The court decided that a receivership order did not create a "mortgage, charge, or lien" on the property in question. Having regard to that judgment, it seems to me clear that judgment creditors have not in the circumstances acquired anything in the nature of a charge. They are, then, in the position of judgment creditors who have recovered judgment and are attempting to obtain payment out of the assets of their debtor. Now, what effect has the winding up of the mortgagor company upon their rights? That depends upon sections 87 and 163 of the Companies Act, 1862. These sections are to be read together, and the result is that, as was laid down in *The Great Ship Case* (12 W. R. 139, 4 De G. J. & S. 163), there is a discretion in the court as to whether it will allow proceedings which have reached a certain point to go further or no. The general rule is that where, as regards execution creditors, the sheriff has at the date of the commencement of the winding up actually seized the goods of the company, but not sold them, the court will in the absence of special circumstances allow the execution to be proceeded with. But if the writ has only reached the hands of the sheriff, and he has not seized the goods, the court will not allow the proceedings to go further, again in the absence of special circumstances. An illustration of this rule will be found in the case of *Re The London and Devon Biscuit Co.* (19 W. R. 943, 12 Eq. 190) before Malins, V.C., and also in the case of *Re Stanhope Silkstone Collieries Co.* (27 W. R. 561, 11 Ch. D. 160), which relates to the effect of a garnishee order. Now, in this case all that the bank had obtained was an order appointing a receiver who could not act till he had given security, so that the order was to some extent ineffectual. I should be sorry to decide the matter on such a point as that, but having regard to the judgment of Lindley, L.J., in *Re Potts* it appears to me that this order is an incomplete process, and not complete or effectual till an order is got on the persons liable to pay over the money, and there is no charge or anything of the kind. It is obvious, therefore, that the order appointing a receiver does not amount to putting in force the execution, but is short of that, and something more has got to be done to make it effective. That being so, no further steps can be taken after the winding up proceedings without the leave of the court to make the order effectual. The rule of the court is that where the execution is incomplete the court only gives leave to proceed further under special circumstances. There is an analogy in the cases of the delivery of the writ to the sheriff not followed by seizure, and of a garnishee order not followed by service of the order. Here there are no special circumstances to justify granting leave. It follows, therefore, that the claim of the liquidator must prevail and the fund be dealt with accordingly.—Counsel, *Graham Hastings*, Q.C., and *P. S. Stokes; McSwinney; Lightwood; Grosvenor Woods*, Q.C., and *Jenkins; C. Macnaghten; T. T. Methold; Scrutton*. Solicitors, *Parker, Garrett, & Parker; Travers, Smith, Braithwaite, & Robinson; T. B. Williams; Pritchard, Englefield, & Co.*, for *Simpson, North, Harley, & Birkett*, Liverpool; *Harwood & Stephenson; Thos. Cooper & Co.*, for *H. Dickenson & Co*, Liverpool; *Parker, Garrett, & Holman*.

[Reported by J. I. Stirling, Barrister-at-Law.]

Re **BATT'S SETTLED ESTATES AND THE SETTLED ESTATES ACT, 1877.** Kekewich, J. 15th May.

Practice—Petition—Settled Estates Act, 1877 (40 & 41 Vict. c. 18), s. 50—Married Woman—Separate Examination—Married Women's Property Act, 1882 (45 & 46 Vict. c. 71), ss. 1 and 5.

Petition for an order confirming a conditional contract of sale. Upon the hearing of the petition it appeared that one of the petitioners was a married woman who was married before the Married Women's Property Act, 1882, but acquired her beneficial interest in the property after the Act. Owing to the peculiar nature of the limitations affecting the property, a sale could not be effected under the Settled Land Acts, 1882 to 1890, and the present application under the Settled Estates Act, 1877, was rendered necessary. Counsel for the petition contended that, in the circumstances, no examination of the married woman under section 50 of the Settled Estates Act, 1877, was necessary, and cited the following cases: *Riddell* v. *Errington* (32 W. R. 680, 26 Ch. D. 220) and *Re Harris* (33 W. R. 393, 28 Ch. D. 171), he also submitted that an affidavit of no settlement by the married woman was not necessary: *Re Standish* (25 W. R. p. 8).

Methold, as *amicus curiæ*, informed the court that he had been counsel on petitions when similar circumstances arose, and the married woman was not required to be examined under section 50 of the Act.

Kekewich, J., said that it was most desirable to have an uniform practice when a question of title was involved. Having regard to the cases cited and the instances referred to, he considered that the examination was not required, and it was not necessary to have an affidavit of no settlement.—Counsel, *W. S. Eastwood; Ingpen*. Solicitors, *Chas. Rogers, Sons, & Russell; Smith & Hudson*.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

Winding-up Cases.

Re **CORNWALL MINERALS RAILWAY CO.** Vaughan Williams, J. 14th May.

Company—Winding up—Debenture Stock—Arrears of Interest—Statutory Power—Specialty Debt—21 Jac. 1 c. 16 3 & 4 Will. 4. c. 27—26 & 27 Vict. c. 118, ss. 22 and 23.

This was a a summons by which liquidator of the company to ascertain whether certain sums of unpaid interest should be paid or whether the Statute of Limitations applied. The company was formed by a statute which authorized the company to issue debenture stock subject to provisions of Part III. of the Company Clauses Act, 1863. In 1885 a receiver and manager was appointed at the instance of the creditors of the company. There were then large arrears of interest due and a scheme of arrangement was entered into between the company and its creditors

Under this arrangement the company created two debenture stocks—A. and B. The B stock was issued to the holders of certain existing stock and bore interest as from the 1st of July, 1883. Certificates were sent to persons entitled to B stock. About the same time a statement of interest on the B stock from the 1st of July, 1883, to the 31st of December, 1884, together with a "deferred warrant" for such interest under the hand of the secretary of the company. One Holford was entitled to such B stock, and was one those who received the statement and deferred warrant from the secretary. The company (its undertaking having been taken over by the Great Western Railway) was now being wound-up. Holford never presented his deferred warrant in his lifetime, but his executors now claimed the right to be paid this interest. The question being whether the claim was barred by the Statute of Limitations or not.

VAUGHAN WILLIAMS, J., held that Holford's executors were entitled to be paid this interest. The debenture stock being issued under section 22 of the Company Clauses Act of 1863 as by section 27 of the same Act the debt was recoverable by action, that the deferred warrant did not operate as a satisfaction of the claim for interest; the debt was therefore statutory, and therefore upon specialty and within 3 & 4 Will. 4, c. 27, and that, therefore, the period was twenty years and not six.—COUNSEL, *A. Read; C. Macnaughton.* SOLICITORS, *R. A. Read; Cunliffe & Co.*

[Reported by C. W. MEAD, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG v. LONDON COUNTY COUNCIL. Div. Court. 10th May.

LONDON COUNTY COUNCIL—NEW BUILDING—ILLEGAL STRUCTURE WITHIN TWENTY FEET OF CENTRE OF HIGHWAY—APPLICATION FOR CONSENT OF COUNCIL AFTER ERECTION—LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CCXIII.), S. 13, SUB-SECTION 1 AND 4.

In this case a rule *nisi* had been obtained by Emma Webster, a married woman, the owner of a piece of land abutting on a highway, calling upon the London County Council to shew cause why a writ of *mandamus* should not issue commanding them to hear and determine, pursuant to section 13, sub-section 4 of the London Building Act, 1894, an application by her to the said council to give their consent to the retention of a wall enclosing the yard of certain stables on the said piece of land. The land had not been previously built upon, but it was divided from the highway by a wooden fence. This the said owner pulled down, and erected a wall in the same position. This wall was within twenty feet of the centre of the highway. Subsequently she erected stables on this land, the foreyard of which was bounded by the said wall, which thus became part of the structure. The stables being thus within twenty feet of the centre of the highway constituted an illegal structure within the said Building Act. The London County Council took proceedings against the builder of the stables, and he was convicted. The wall, however, was not pulled down, and the county council then took proceedings against the owner. After the stables had been erected the owner made application for the consent of the county council to the retention of the wall. They refused to hear the application, whereupon she appealed to the special tribunal of appeal created under the Act, when objection was taken that as the council had not decided one way or another as regards the wall, there was no decision to appeal from, and this view was upheld. The present application was made in order to compel the council to hear the application, so that, if necessary, the owner could then go before the tribunal of appeal on the merits of her case. In shewing cause against the rule, it was contended that the London County Council could not give their consent to the retention of a wall which had been erected without their leave, and which was an illegal structure. The application for the council's consent must be made before the building is erected. In support of the rule it was contended that it would be unreasonable to hold that the wall must be pulled down before application for the consent of the council could be made.

THE COURT (HAWKINS and WRIGHT, JJ.) discharged the rule.

HAWKINS, J.—This is an application for a *mandamus* to compel the London County Council to entertain an application for the retention of a wall already erected. Now, section 15 of the London Building Act, 1894, says that "no person shall erect any new building, or new structure, or any part thereof, . . . in such manner that any external wall of ana such building or structure, . . . shall, without the consent in writing of the council, be in any direction less than the prescribed distance from the centre of the roadway of any street or way (being a highway)." This is a prohibition against the erection of any building, without written consent, within less than twenty feet from the centre of a highway. Then comes sub-section 4, which provides that the council may, if they think it expedient, consent to the erection of any building, &c., at a distance less than the prescribed distance from the centre of the highway, and this sub-section adds that any person dissatisfied with the determination of the council under this sub-section may appeal to the tribunal of appeal constituted under that Act. Now, this sub-section was enacted to provide a remedy for any grievance that might be felt on account of the strict enforcement of the previous sub-sections. I think, however, that the permission mentioned must be given before the erection of the structure. The wall in the present case is an illegal structure, and I do not think it was ever intended that the council should be compelled to take into their consideration the retention of illegal structures already erected. Therefore I think this rule must be discharged.

WRIGHT, J.—I am of the same opinion. Whether the county council have or have not power to give their consent to a building already erected I do not express any opinion, but clearly the applicant has no legal right to the grant of a *mandamus* to compel them to hear their application. Rule discharged.—COUNSEL, *H. Avory; Macmorran*, Q.C., and *R. J. Drake.* SOLICITORS, *Blaxland; Sandom; Korsey & Knight.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

SUFFOLK LUNATIC ASYLUM v. STOW UNION. Div. Court. 10th May.

PAUPER LUNATIC—MAINTENANCE ORDER—ACTION IN COUNTY COURT—JURISDICTION OF JUDGE TO GO BEHIND ORDER—LUNACY ACT, 1890 (53 & 54 VICT. C. 5), S. 287.

This was an appeal by the defendants from the judgment of his Honour Judge Eardley Wilmot, sitting at Stowmarket, in the county of Suffolk. The action was brought to recover the sum of £18 10s. 6d. against the defendants, under section 314, sub-section 2, of the Lunacy Act, 1890 (53 & 54 Vict. c. 5), by virtue of sections 286 and 287, in respect of the maintenance of a pauper lunatic who was adjudged to be settled in the Stow Union. The defendants contended that the justices could only make an order upon the union to which the lunatic is chargeable, and that such union was Nottingham, as in 1891, five years previously, the pauper's settlement was adjudged to be in Nottingham. From that adjudication the borough of Nottingham had appealed to quarter sessions, and the appeal had been dismissed, but it subsequently transpired that the hearing was informal owing to one of the magistrates being disqualified on account of his being an interested party, and the order of quarter sessions dismissing the appeal was therefore removed to the Queen's Bench by *certiorari* and quashed. The adjudication therefore stood. The learned county court judge was of opinion that the case was governed by *Kettering Union* v. *Northampton Lunatic Asylum* (34 L. J. M. C. 198), and that he was bound by the order, and he therefore gave judgment for the plaintiffs for the amount claimed, leaving it to the defendants to seek to re-imburse themselves the said sum in the way pointed out under section 291. From this judgment the defendants now appealed, on the grounds that a pauper lunatic in an institution for lunatics is only deemed to be chargeable to the union from which he was sent, under section 286 of the Lunacy Act, 1890, until it has been established that he is settled in some other union, from which time he is deemed to be chargeable to the union in which it has been established he is settled, that consequently after it has been established that he is settled in such other union justices can only make an order under section 287 of the same Act upon the union in which the pauper lunatic has been adjudged to be settled, which in the present instance was the Union of Nottingham. The order of justices by which the settlement was adjudged in 1891 to be in that union never having been quashed, the plaintiffs had no cause of action against the defendants. For the respondents it was contended that a lunatic is to be deemed chargeable to the union from which he was sent, and that the county court judge could not go behind the order for maintenace made by the justices.

THE COURT (HAWKINS and WRIGHT, JJ.), in allowing the appeal, held that the county court judge was bound to take notice of the order of adjudication made in 1891. The magistrates had made an order under section 287 on the Stow Union, and in respect of orders of that kind actions may be brought. An action was brought, and the defence was raised that such order was made without authority. The county court judge had held himself bound by the order, and the question now was whether that judge could go behind that order. That point this court had now to decide. They were of opinion that a county court judge was bound to take judicial notice of the order of adjudication of settlement, which also provided for future maintenance of the pauper lunatic. Appeal allowed and order for a new trial.—COUNSEL, *R. C. Glen* and *Rawlinson; Macmorran*, Q.C., and *Poyser.* SOLICITORS, *Rosworthy, Barnard, & Co.*, for *Wilkin*, Stowmarket; *White, Borrett, & White*, for *Cobbold*, Stowmarket.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

SCOTT (Appellant) v. MIDLAND RAILWAY CO. (Respondents). Div. Court. 12th May.

QUARRY—MINERAL—MINES REGULATIONS—HEAP OF SLAG—METALLIFEROUS MINES REGULATION ACT, 1872—QUARRIES ACT, 1894 (57 & 58 VICT. C. 41) S. 1.

This was an appeal by the plaintiff on a case stated by the justices of Stafford sitting in petty sessions at Willenhall. The respondents were summoned upon an information by the appellant, an inspector of mines, under the Metalliferous Mines Regulation Act, 1872, as applied to quaries by the Quarries Act, 1894, for that they on the 2nd November, 1896, then being the owners of a quarry called Willenhall Slag Quarry, being a quarry within the meaning of the 57 & 58 Vict. c. 42, did commit an offence against the Metalliferous Mines Regulation Act, 1872, as applied to quarries by the Quarries Act, 1894, in failing to cause an abstract of the said Act, withe name and address of the inspector of the district and the name of the owner or agent appended thereto, to be posted up in legible characters in some conspicuous place at or near the said quarry where it might be conveniently read by persons employed contrary to the provisions of the said Act. The facts as stated shewed that the respondents were the owners of a slag heap at Willenhall, being the heap called in the information the slag quarry. This slag is the refuse from blast furnaces produced in the manufacture of pig iron. This heap was deposited upon the natural surface more than ten years ago, and covered an area of about fifteen acres, its face being about 300 yards long and thirty-seven feet high. On the 2nd of November, 1896, the respondents' workmen were engaged in taking away slag on the face of the heap and putting it into their railway trucks. It was admitted that the respondents had not posted up the said abstract of the mines regulation. On the part of the appellant it was contended that under the statute the materials of the slag heap were

minerals within the meaning of the Quarries Act, 1894, and that the said heap was a quarry within the meaning of that Act. The respondents contended that the slag heap was not a quarry within the meaning of section 1, and that the definition in that section does not apply to artificial deposits of minerals, slag, or other materials on the natural surface of the ground, and that slag is not a mineral either within or without the Quarries Act. The justices were of opinion that the heap was not a place or quarry within the meaning of the Quarries Act, 1894, and that slag is not a mineral within the meaning of section 1, and they dismissed the summons. The question of law for the opinion of the court was whether such decision was right.

THE COURT (HAWKINS and WRIGHT, JJ.) dismissed the appeal, and upheld the decision of the justices. Appeal dismissed.—COUNSEL, *Plumtre; Alfred Young.* SOLICITORS, *Solicitor to the Treasurer; Beale & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

DUKE OF DEVONSHIRE *v.* STOKES. Div. Court. 5th May.

METALLIFEROUS MINES REGULATION ACT, 1872 (35 & 36 VICT. c. 77), s. 41 — CONVICTION — FENCING ABANDONED MINE — OWNER — PERSON INTERESTED IN MINERALS.

This was a case stated by justices of Derby, involving a question as to whether the appellant was an "owner" or "a person interested in the minerals" so as to render him liable to fence an abandoned mine in accordance with the Metalliferous Mines Regulation Act, 1872. Section 13 of that Act provides that where any mine to which the Act applies is abandoned, the owner and every other person interested in the minerals thereof shall fence the top of the shaft or any side entrance, and that where such abandonment took place before the Act was passed, the section shall only apply to such shaft or side entrance as is situate within fifty yards of any highway, road, footpath, or place of public resort, or in open or unenclosed land, or, not being so situate, is required by an inspector to be fenced, on the ground that it is specially dangerous. Section 41 defines "owner." The term includes any person or body corporate who is the immediate proprietor or lessee or occupier of any mine, or of any part thereof, and does not include a person or body corporate who merely receives a royalty, rent, or fine from a mine, or is merely the proprietor of a mine subject to any lease, grant, or licence for the working thereof, or is merely the owner of the soil and not interested in the minerals of the mine. An information was laid against the appellant charging him with neglecting to fence the side entrance of a mine called the Carther Low Mine, in the parish of Hartington, in the district of King's Field, after a notice from the respondent, an inspector, to the effect that the side entrance was dangerous, and requiring him to fence it. The Carther Low Mine was a lead mine, and was one of those to which the Act applied. It was situated upon land belonging to the appellant. It was abandoned before 1872. The side entrance was on enclosed land, and was not within fifty yards of any public road or place, but was dangerous on account of its proximity to a private footpath used by the occupier of the surrounding land. The lead mines in the district of King's Field were subject to certain ancient customs now embodied in the Derbyshire Mining Customs and Mineral Courts Act, 1852 (15 & 16 Vict. c. 163). By those customs every subject of the realm had a right to dig for lead ore in the district of King's Field, subject to the payment of certain dues. The appellant, as lord of the manor of Hartington, was entitled to receive certain dues, called lot and cope, upon all lead ore raised. Cope was a money payment, and lot was a payment in kind. The appellant was also entitled to the third meer, thirty-two yards, of every vein or mine of lead, and, as owner of the soil, he was entitled to the calk, spar, and other minerals which usually accompanied the lead ore in the district. The mine in question was worked in 1868, when lot and cope were paid to the appellant's predecessor. Since that time no owner of the mine could be traced. The appellant was convicted of the offence charged, and fined 1s. It was contended that he was not an owner of the mine or a person interested in the minerals.

THE COURT (HAWKINS and WRIGHT, JJ.) dismissed the appeal, on the ground that the appellant was both the owner of the mine and a person interested in the minerals. They said that the ancient customs merely gave the person who found a vein of lead ore the privilege of working it. There was nothing to shew that such a person acquired any ownership, so that when the mine was abandoned the ownership in it remained in the owner of the freehold freed from the privilege. The appellant was also a person interested in the minerals, for whenever the mine was worked he was entitled not only to money payments in respect of the mineral raised, but also to certain proportions of the mineral itself.—COUNSEL, *Dugdale*, Q.C., and *Hextall; The Solicitor-General; H. Sutton* and *E. W. Garrett.* SOLICITORS, *Currey, Holland, & Currey; Solicitor for the Treasury.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Ex parte **THE REV. KER GRAY.** Div. Court. 14th May.

CHAPEL, PROPRIETARY—APPLICATION TO BISHOP TO GRANT LICENCE FOR MARRIAGES—REFUSAL OF BISHOP—APPLICATION FOR A MANDAMUS—ABSOLUTE DISCRETION OF BISHOP—NECESSARY CONSENT OF PATRON UNDER "HAND AND SEAL" TO APPLICATION FOR LICENCE BEING MADE—6 & 7 WILL. 4, c. 85, ss. 26-28.

This was an application for a rule *nisi* for a *mandamus* to the Bishop of London to rehear an application by the Rev. E. Ker Gray, the incumbent of the proprietary chapel of St. George, Albemarle-street, that that chapel might be licensed for marriages. The chapel is in the parish of St. George's, Hanover-square, and the rector of that church is the patron of the chapel, and he had refused to concur in this application to the bishop although he intimated that he should not oppose the licence being granted if the Bishop of London thought fit to do so. In 1890 two applications were made to the then bishop. The second of these was heard by Dr. Temple with Dr. Tristram sitting as Chancellor of the Diocese, and the application was then refused. Correspondence followed, and on the 1st of April last the Bishop wrote that he had been carefully considering the application for the licence and it appeared to him that he could only decide it upon grounds applicable to all similar cases. Having regard to the nature of proprietary chapels, he did not think that it would be right to grant a licence unless the incumbent of the parish made himself a party to the application. Dr. Ker Gray, on receipt of that intimation from the bishop, moved the court to grant a rule not directing that the Bishop of London should grant a licence to St. George's Chapel, but only that the bishop should hear the renewed application, which he submitted he was not yet in a position to have done, so as to see whether in it there were any peculiar circumstances to shew that it was an exceptional one. Section 26 of 6 & 7 Will. 4, c. 85 states that it was found expedient that provision should be made under proper restrictions for relieving the inhabitants of populous districts remote from the parish church or from any chapel wherein marriages might be lawfully celebrated according to the rites and ceremonies of the Church of England from the inconvenience of which they might thereby be subjected in the solemnization of their marriages, and therefore it should be lawful for the bishop, with the consent of the patrons 'given under hand and seal,' to license proprietary chapels for the solemnization of marriages. The learned counsel submitted that his client was entitled to call upon the bishop to hear his application, and argued that until he had done so he had not the facts before him upon which he could decide whether the licence ought to be refused. The facts were different to those stated in support of the former application which was made at the instance of the chapel congregation and not as now on the ground of convenience to the inhabitants of the district generally, who found it difficult to get married at their parish church (St. George's, Hanover-square) owing to the number of marriages that were daily celebrated there. As a consequence they had to resort to the registry office for civil marriage, and afterwards they came to the chapel where the marriage service was read under powers given to the clergy by section 12 of 19 & 20 Vict. c. 119. [GRANTHAM, J.—How far is the chapel from the Church of St. George's, Hanover-square? Less than a third of a mile.] By the statute of Will. 4 there was a duty imposed upon the bishop to decide whether such a licence was necessary in a particular district, and there must therefore be a corresponding right vested in someone to compel the bishop to exercise his discretion with regard to that duty. There was authority for the present application for a prerogative writ to the bishop in an ancient case—*Le Parish de S. Balaunce, in Kent*, reported in Palmer's Report, p. 50. There it was stated that a *mandamus* to a bishop to supply to a parish with which he had quarrelled oil for baptismal purposes was rightly issued, and that decision had been approved in subsequent cases, amongst others in the case of *Amhurst's case of Gray's-inn* (1 Ventris' Rep. 188). The court had, therefore, jurisdiction in this matter.

THE COURT refused the application.

GRANTHAM, J., said the rule could not be granted, for the court had no power under the section in question to compel the bishop to grant a licence or to hear evidence. He had absolute discretion in the matter, and having had all the correspondence before him and the reasons for the application, he had very properly, to save the parties the expense of instructing counsel, said he had made it a rule never to grant such an application as the present unless the incumbent of the parish in which the chapel was situated concurred. The rector would not become a party to it; he simply said that he would take no part in the application one way or the other. In this instance the rector was the patron. It was a matter of principle.

WRIGHT, J., thought that neither the inhabitants of the district nor the incumbent of the chapel had any *locus standi* from which to make such an application. Rule refused.—COUNSEL, *Dodd*, Q.C., and *Frank Terrell.* SOLICITOR, *B. H. Von Tromp.*

[On the 17th inst. the same application was made to the Court of Appeal, and the rule was refused.]

[Reported by ERSKINE REID, Barrister-at-Law.]

RIMMER *v.* BRERETON, SULLIVAN (Claimant). Div. Court. 13th May.

BILL OF SALE—CONSIDERATION TRULY STATED—NAME OF PERSON WHO PAYS—STATUTORY FORM—BILLS OF SALE ACT, 1882 (45 & 46 VICT. c. 43), ss. 8, 9—FORM IN SCHEDULE.

This was an appeal from the judgment of his Honour Judge Paterson sitting at the Edmonton County Court in Middlesex, in an interpleader issue remitted from the High Court. Sullivan claimed certain goods which had been seized under a bill of sale dated the 12th of August, 1896, and made between Brereton, the execution debtor, therein called the mortgagor, of the one part, and Sullivan, the claimant, therein called the mortgagee, of the other part. By this deed it was witnessed that "in consideration of the sum of £67 5s. 5d., whereof £27 13s. 9d. was, some time before the date hereof, advanced to the mortgagor in respect of his promissory note, now in the hands of the mortgagee, whereof £29 11s. 8d. was advanced by the mortgagee to the mortgagor on the 30th of July, 1896, and whereof £10 is now paid by the mortgagee to the solicitor of the mortgagor and mortgagee by direction of and at the request of the mortgagor on account of his charges in respect of the satisfaction of a bill of sale dated the 27th of August, 1895, and made between the mortgagor of the one part and the Kensington Loan and Investment Co. of the other part, and also in respect of these presents, the mortgagor having agreed to pay the same," the mortgagor assigned to the mortgagee the several

chattels described in the schedule thereto as security for the repayment of £67 5s. 5d., and interest. At the hearing it was admitted that the three sums of £27 13s. 9d., £29 11s. 8d., and £10 which make up the consideration were found by Stubbs & Co., and that Sullivan, the claimant, was their secretary, and was acting for them as trustee when he took the bill of sale in his name. It was proved that Brereton, who was the commercial traveller of Stubbs & Co., had given them in July, 1896, his promissory note for £27 13s. 9d. for moneys they had previously lent him. There was also evidence that on the 29th of July, 1896, the Kensington Loan and Investment Co. took possession of the goods the subject of this interpleader under a bill of sale given to them by Brereton in August, 1895, and that on such possession being so taken Brereton applied to the local manager of Stubbs & Co. at Birmingham for the payment of what was due to the Kensington Loan Co., so as to get them to withdraw from their possession, and thereupon the agreement was made for the giving of the present bill of sale to the secretary of Stubbs & Co., the present claimant. For the execution creditor it was contended that the bill of sale was void because, according to section 10, sub-section 3, of the Bills of Sale Act, 1878, the fact that the claimant was a trustee for Stubbs ought to have been stated. The learned county court judge overruled the objection, and held that the bill of sale was valid, and accordingly gave judgment for the claimant. From this decision the execution creditor now appealed, and on his behalf it was contended that the bill of sale was void, as it did not really set out what the bargain was, and that the consideration was therefore not properly stated. On the other hand it was contended that it was not necessary that the consideration should be strictly accurately stated provided the legal effect was stated. During the arguments the following cases were cited: *Re Smith, Ex parte Tarbuck* (43 W. R. 206, 72 L. T. 59), *Credit Co.* v. *Pott* (29 W. R. 326, 6 Q. B. D. 295), *Simmons* v. *Woodward* (40 W. R. 641; 1892, A. C. 100), *Melville* v. *Stringer* (32 W. R. 890, 13 Q. B. D. 392).

THE COURT (HAWKINS and WRIGHT, JJ.) allowed the appeal.

HAWKINS, J.—This appeal must be allowed. Section 8 of the Bills of Sale Act, 1882, enacts that "every bill of sale . . . shall truly set forth the consideration for which it was given, otherwise such bill of sale shall be void in respect of the personal chattels comprised therein." Section 9 says: "A bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void unless made in accordance with the form in the schedule to this Act annexed." Now the words used in this form are, as far as the consideration is concerned, as follows: "That in consideration of the sum of £ now paid to A. B. by C. D., the receipt of which the said A. B. hereby acknowledges, he, the said A. B., doth hereby assign unto C. D.," &c. I think that if the words "by C. D.", that is, the person who pays, were altogether omitted, and the bill only said, "in consideration of the sum of £ now paid to A. B." the form set out in the schedule would not be observed. It is important to state by whom the payment is actually made. If this is not stated then the consideration is not truly stated and the bill of sale is void. In this case I am of opinion that the consideration has not been truly stated, and that the statute has not been complied with. The appeal must therefore be allowed.

WRIGHT, J., concurred. Appeal allowed, and leave given to appeal.—COUNSEL, *Reed*, Q.C., and *Firminger*; *Macaskie* and *Cecil Walsh*. SOLICITORS, *King & Kemp*; *McKenna & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

REG. v. DAVIES. C. C. R. 15th May.

CRIMINAL LAW—UNLAWFUL GAMING, USING HOUSE FOR—GAMING HOUSES ACT, 1854 (17 & 18 VICT. c. 38), s. 4.

Case stated by the chairman of the Cheshire Quarter Sessions. The defendant was indicted under the Gaming Houses Act, 1854, for having unlawfully used a certain house (or room) for the purpose of unlawful gaming being carried on therein. The facts were shortly as follows: The defendant, the prosecutor, and several other men who were acquainted with each other, after passing the evening at a public-house, went to the defendant's house for the purpose of playing cards. They at first played whist, and then a game called "German Bank": according to this game a pool was formed by the subscriptions of the players, three cards were dealt to each player, another card was turned up, and the players in rotation had an opportunity of backing their hands against the turned up card to the extent of the money in the pool. The prosecutor lost a considerable sum of money. Davies dealt all the time and neither received nor paid out money. Counsel for the defendant submitted that there was no evidence of any habitual opening or using the house or room for the purpose of unlawful gaming; for the Crown *Haigh* v. *Town Council of Sheffield* (L. R. 10 Q. B. 102), and *Jenks* v. *Turpin* (13 Q. B. D. 505) were referred to. The chairman put the following questions to the jury—Was Davies the occupier of the house? Answer, Yes. Did he open it for the purpose of unlawful gaming? Answer, No. Did he use it for that purpose? Answer, Yes. Was the game of German Bank as played on the occasion an unlawful game? Answer, Yes. Was the house used as a common gaming house or only used on this occasion for the purpose of playing an unlawful game? Answer, Only on the occasion. On these findings a verdict of guilty was entered. The question was whether the conviction could be sustained.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and HAWKINS, GRANTHAM, WRIGHT, and COLLINS, JJ.) quashed the conviction.

Lord RUSSELL OF KILLOWEN, C.J., said that the fact shewed that some persons who were not strangers to each other, but friends, after drinking together in a public-house went to the house of one of them, Davies, to play cards. They first played whist, and then this game called German Bank. It was stated in evidence that Davies won nothing. The prosecutor lost money, and these proceedings were instituted. It would be monstrous to say that the case came within either the mischief or the provisions of the Act 17 & 18 Vict. c. 38. These people so far as appeared never used this room for the purpose of gaming on any other occasion. It was impossible to say that the room was kept opened or used for the purpose of playing an unlawful game. That was enough to dispose of the case; but a further point was that the jury were asked to say whether "German Bank" was an unlawful game without any direction as to what an unlawful game was: that was a point on which they ought to have had the direction of the judge. The function of the jury was to determine whether a prisoner is guilty or not guilty, and here they had not so determined. The practice was sometimes followed of asking the jury for special findings of fact, but it was unquestionably safer to ask them to give a verdict of guilty or not guilty, the judge taking upon himself the responsibility of directing them as to the law.

HAWKINS, GRANTHAM, WRIGHT, and COLLINS, JJ., concurred. Conviction quashed.—COUNSEL, *Honoratus Lloyd*. SOLICITORS, *Philpot & Son*, for *The Clerk of the Peace*, Cheshire.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

NEW'S TRUSTEE v. HUNTING AND OTHERS. C. A. No. 1. 13th May.

BANKRUPTCY—BREACHES OF TRUST—VOLUNTARY CONVEYANCE FOR BENEFIT OF CESTUI QUE TRUST—REVOCABLE INSTRUMENT—FRAUDULENT PREFERENCE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 48.

Appeal from the judgment of Vaughan Williams, J., reported *ante*, p. 334. The action was brought by the trustee in bankruptcy of New, Prance, & Garrard, against William Hunting and others, claiming a declaration that a deed executed by the bankrupt Prance, two days before the bankruptcy, was void against the plaintiff either as a fraudulent preference within section 48 of the Bankruptcy Act, 1883, or as a voluntary conveyance for the benefit of certain creditors which was revocable by Prance and was in fact revoked by the bankruptcy. The bankrupts New, Prance, & Garrard had for many years practised in co-partnership as solicitors at Evesham, in the county of Worcester. On the 31st of March, 1894, a receiving order was made against them on their own petition, and adjudication followed. On the 29th of March, 1894, Prance executed a conveyance of certain real estate, of which he was sole owner in fee, to the defendant Hunting (since dead) upon trust to raise £4,200 and to apply the same in making good divers breaches of trust which he, Prance, had committed either as sole trustee or as joint trustee of certain trust estates specified in the schedule to the deed. By the same deed Prance charged the estate with the payment of the said sum of £4,200. The deed contained recitals in general terms of the breaches of trust that had been committed, and also a recital that Prance was desirous of executing the deed to rectify such breaches of trust as far as might be, and thereby to shield and exonerate himself as far as possible from liability to the proceedings he was then, or might at any time thereafter, be exposed to by reason of such breaches. The deed was executed without any pressure being put upon Prance, nor was it communicated to any of the beneficiaries or creditors. There was also a claim for certain share certificates and transfers which had been deposited by Prance in the boxes in his office in which the documents relating to the above trust estates were usually kept, along with a memorandum that the certificates and transfers were deposited as security for the moneys owing to the trust estates. Vaughan Williams, J., gave judgment for the defendants. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., A. L. SMITH and CHITTY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the question they had to decide was whether the deed was a revocable deed. To enable them to come to a conclusion upon that question they had the great assistance of Turner, L.J. (then Vice-Chancellor), in *Smith* v. *Hurst* (10 Hare 30). He there said that in cases of deeds vesting property in trustees upon trust for the benefit of particular persons, the deed could not be revoked, altered, or modified by the party who had created the trust; but that in cases of deeds purporting to be executed for the benefit of creditors, the question whether the trusts could be revoked, altered, or modified depended upon the circumstances of each particular case. That being the guiding principle, they must look at all the circumstances of the case. Prance had committed a fraud upon his *cestuis que trustent* in reference to the trust estates. He had other creditors as well. He executed this deed, which applied only to some of his creditors. The persons intended to be benefited by it were sufficiently identified. They were the persons, or creditors as he would call them, with regard to whom Prance had committed breaches of trust. That alone made the deed irrevocable, and the trustee of the deed became their trustee and not his trustee. There was, however, another reason why the deed was irrevocable. Prance had committed frauds against his *cestuis que trustent*, for which he might have been struck off the rolls, and perhaps indicted. What was in his mind when he executed this deed? He thought that it would have a material effect upon the punishment he would receive. He thought that it would mitigate the punishment if he put the persons whom he had wronged into the same position as if he had acted rightly. That could only be done by giving them the absolute right to the property he was conveying, and by making the trustee under the deed their trustee and not his trustee. Therefore when all the circumstances were looked at, his intention was clearly to make the deed irrevocable. The next question was whether the deed was a fraudulent preference. That was a question of fact in

each case, and depended upon the state of mind of the person who brought about the preference. There must be not only a preference, but also an intention to prefer. What did Prance intend? The truth was that he had no care for anybody but himself. He did not intend to prefer these creditors. His sole thought was to benefit himself by taking from these creditors the inclination to press him to the extreme end. He thought to mitigate the consequences to himself of his wrongful acts. It was therefore not a fraudulent preference within section 48 of the Bankruptcy Act, 1883. The last question had reference to the deposit of the shares. It was said that the decision in *Middleton* v. *Pollock* (2 Ch. D. 104, 24 W. R. Dig. 88), which it was admitted was not distinguishable from this case, was wrong. It was said that it was in conflict with Lord Ellenborough's decision in *Wilson* v. *Balfour* (2 Camp. 579). Those cases were totally different. He was unable to see that the decision in *Middleton* v. *Pollock* was wrong.

A. L. SMITH, L.J., concurred. Whether the deed was revocable depended upon whether it was, as had been said, an agency deed—that is, whether the property was conveyed to the trustee as the agent of Prance, or whether the deed was executed so as to create a trust between the trustee and the persons who were described in the schedule. His lordship had no doubt that there was a valid trust created for the benefit of those persons as *cestuis que trustent*, and that therefore the deed was irrevocable. As regards the question of fraudulent preference, that depended upon what was the dominant motive in the mind of the bankrupt. It seemed clear that his dominant motive was to avert the punishment to which he had exposed himself. His motive was to save himself. *Ex parte Taylor* (35 W. R. 148, 18 Q. B. D. 295) was conclusive that under these circumstances this was not a fraudulent preference.

CHITTY, L.J., concurred.—COUNSEL, *Muir Mackenzie* and *R. Harington*; *Upjohn*; *Clayton*; *P. Van Neck*. SOLICITORS, *Burton, Yeates, & Hart*, for *Johnson, Barclay, & Rogers*, Birmingham; *Rowcliffes, Rawle, & Co.*; *M. H. Prance*; *R. White*.

[Reported by W. F. BARRY, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

	£	s.	d.
Amount acknowledged last week	5,507	16	0
G. W. Fox, Manchester	5	5	0
Cooper & Norgate, East Dereham	2	2	0
Marshall & Pridham, 26, Theobald's-road, Gray's-inn	3	3	0
Barclay F. Watson, 1, Lincoln's-inn-fields	21	0	0
Still & Son, 5, New-square, Lincoln's-inn	10	10	0
S. Ridge, Malton, Yorks	1	1	0
Angell, Imbert-Terry, & Page, 93, Gresham-street, Bank, E.C.	21	0	0
Godfrey & Lawford, 37, Finsbury-circus, E.C.	10	10	0
H. A. Adkin, 46, Queen Victoria-street, E.C.	10	10	0
Trower, Freeling, & Parkin, 5, New-square, Lincoln's-inn	21	0	0
Shaen, Roscoe, Massey, & Co., 8, Bedford-row, W.C.	10	10	0
William Brewer, 7, South-square, Gray's-inn	5	5	0
E. B. Haygarth, Cirencester	2	2	0
Norfolk and Norwich Law Society (per Dr. E. E. Blyth)	10	10	0
W. J. Humfreys, Hereford	5	5	0
W. W. J. Sharpe, Falmouth	0	10	6
Watson, Newby, & Robson, Stockton-on-Tees	10	0	0
A. J. Vere Bass, 4, Lime-street, Leadenhall-street	1	1	0
	£5,659	0	6

UNITED LAW CLERKS' SOCIETY.

Mr. Justice Collins presided on Tuesday evening at the sixty-fifth anniversary festival of the above society, which was held at the King's Hall, Holborn Restaurant. About 250 members of the society were present in addition to about fifty members of the profession, among whom were C. H. Hopwood, Q.C., Bargrave Deane, Q.C., A. Cock, Q.C., Balfour Browne, Q.C., J. A. Astbury, Q.C., O. L. Clare, M.P., J. G. Butcher, Q.C., M.P., Lewis Thomas, Benjamin Green Lake, F. J. Webster, A. J. Walter, S. Macsakie, C. B. Marriott, Boydell Houghton, D. Stewart Smith, R. J. Willis, J. Bell White, W. de B. Herbert, Lorence Ryland, Rufus Isaacs, J. R. Pike, C. W. Inman, G. Bodman, E. T. Nash, Frederick T. Davies, and Edward Wildey.

The report stated that there had been steady and satisfactory progress throughout the year. As to the general fund, there had been a substantial increase in the number of members, which was now 1,072, coupled with an expenditure reduced to £581 11s. for relief in sickness, and a slight reduction in superannuation claims, the amount spent being £1,498 2s., which was most gratifying. The expenditure of the life assurance benefit had been only £915, but, having regard to the advanced age of many of the members, this was likely to be largely exceeded in the immediate future. As to the benevolent fund, it was very satisfactory to note, as indicative of some slight improvement in the condition of the more distressed law clerks of the metropolis, that the claims on this fund had been less than last year, £339 8s. only having been spent. Law clerks who are not members of the society share in the benefits of this fund. The society's existence has been practically contemporaneous with the reign of the Queen. The growth of institutions for benefiting mankind, like the general improvement of the condition of the people during the reign, was fully exemplified in the progress of this society. For instance, the numbers had gone up from 141 to 1,072; the members' contributions had increased from £272 to £2,610; in 1837 the sick pay amounted to £34, against £581 last year; the death claims were then £35, while last year the amount was £915, that figure being below the average of recent years. During its existence the society had expended upon its objects no less than £124,000, besides accumulating to meet the rapidly growing future claims a little over £90,000; and the report concluded with the following paragraph: "Established and conducted on a sound actuarial basis, and handsomely supported by the legal profession, the claims of the future can be confidently faced. Our task to-day is to bring all eligible law clerks, for their own sakes, into our ranks, and to continue and extend the splendid work so happily identified with the reign of Queen Victoria."

The CHAIRMAN, in proposing the toast of the evening, "Prosperity to the United Law Clerks' Society," said he found he had to follow sixty-four predecessors in putting before those present the grounds upon which they should unite with him in the toast he was about to propose. He felt himself in a very great difficulty, and he had felt it was his duty to at once begin the perusal of the sixty-four rhetorical masterpieces with which the permanent literature of the country had been endowed. But he was sorry to say he had not had the time at his disposal to give to that study all the attention it required, and he came before them absolutely without knowledge of what his predecessors had said in these speeches; therefore, if he repeated, as he was afraid he was bound to repeat, some of the things they had said before, his hearers would merely attribute it to the fortuitous coincidence that sixty-four gentlemen had hit upon the same, and said it in the same words. But it was said that there was nothing so sad in life as the words "It might have been." And again, he suffered from having to pronounce these words to them, for coming home on the gloomy Metropolitan Railway this evening, suffering from the effect of the east wind, and of judgments delivered with a certain amount of emphasis in court, he had bought an evening paper, and had there seen that a member of the bar had written a book in which he explained how, by the study of his work, a short work, one could become in the space of two hours an orator, and not only an orator, but one capable of speaking with success after dinner whenever the occasion called for it. Unfortunately for him (the chairman), the note with respect to the book was of the briefest. It simply apprised him of the name of the book, and what it proposed to accomplish and of the name of the author, and no more. Now, if he had only read the notice yesterday he might have been able to give an oratorical demonstration of the theories in the work to-night. He should have been able in the brief interval between yesterday and to-day to have been certain to have pronounced before them one of the most brilliant and eloquent discourses ever delivered on such an occasion. However, he stood without any assistance from the perusal of previous pronouncements or of the short method of becoming an orator. He had said that he should probably repeat some of the things that his predecessors had said, and as that was his inevitable fate he thought there could be no difficulty or objection in his repeating some of the observations he had made himself. And therefore, as he had had the misfortune to speak on a somewhat similar topic before, and he then made a remark which appeared to him so pregnant and so full of source and food for reflection that he could not refrain from making it again, and that was that the toast to which he was asking their attention, "Prosperity to the United Law Clerks' Society," was one which was really an absolutely unselfish toast. In proposing the toast he felt he was not putting forward a merely selfish invitation to wish for the prosperity of an object to which they themselves belonged. No; the prosperity of the law clerks was intimately mixed with the prosperity of the whole community, because the very best sign that the community was in a thoroughly healthy condition was that it indulged freely in litigation. He knew of no better proof that the body politic was in a wholesome, sound, prosperous condition than that furnished by its resorting to litigation. And inasmuch as the fortunes of those persons who together constituted the society whose prosperity they were now drinking—namely, the clerks employed by barristers or solicitors, were in no circumstances more likely to improve in condition than with increased litigation, in wishing them prosperity they were, in fact, wishing them increased litigation, and he asserted that it was an evidence of increased prosperity to the community at large. He had said he regarded litigation as a most healthy sign in the community. It was a form of excitement, pleasurable excitement, pleasurable at all events to one of the parties engaged, though it was pleasurable also to the other. Each of them derived benefit, each of them learnt lessons in patience, in fortitude, and in general benignity and toleration. In addition to that, in the course of litigation high qualities were called forth. The highest intellectual efforts were achieved by counsel, and sometimes, rarely, by judges, and in the result a great many different opinions were given, and each party went away thoroughly convinced that his own cause was the right one. It was absolutely necessary to the human constitution that it should have a certain amount of excitement, and the healthier the condition of the human being and of the body to which he belonged, the more absolute the necessity for such excitement. Certain forms of excitement were illegitimate, and were now requiring to be taken as more illegitimate than they were before. Betting, for instance, had given relief to the pent-up desire for excitement of many people, but it was now difficult to carry on betting unless the individual could emancipate himself from one of two great conditions of existence. He must, at all events, emancipate himself from space if not from time. He must find a place which was not a place in order to carry on his betting with satisfaction to himself and his friends. Then of late an attempt had been made upon a quiet rubber of whist; a quiet rubber played in one's own house with one's own friends for small stakes, in

which the owner of the house wins nothing. That even had become the subject-matter of a prosecution. Having regard to these things, the absolute indispensability of excitement in some form; having regard to the dangerous characteristics of these times of excitement, it was clear that it was to the interest of the community to promote litigation. He invited those members of Parliament who were in search of the opportunity for distinction to give their attention to the subject. Why not introduce a Bill for encouraging litigation? It was true that in the old books there were to be found injurious epithets applied to persons who promoted litigation. They were called common barrators and other injurious names; but in these days even the House of Lords was beginning to overrule the old principles enunciated by Lord Holt and other members of the law. Therefore, no one need be afraid if he introduced a Bill for the encouragement of litigation upon public grounds for the benefit of the community. In proposing the toast he was inviting them to give their goodwill to the proposition which he put before them, which was, "Prosperity to the United Law Clerks' Society," and, in asking them to drink to the toast, he at the same time afforded them the means of giving effect to their good wishes. This was one of those toasts which they not only could give benevolent assent to, but they would actually have at a later period of the evening the opportunity of verifying their position and acceptance with reference to it. They might assist it not in one way only; they might assist it themselves by promoting litigation. Barristers and solicitors did not often personally indulge in litigation, but the field was still open for them, and he simply mentioned it. He would say nothing more. It was there. But, of course, there was some commonplace and simpler method which, he was bound to say, had always been materially taken advantage of, and that was that of putting their hands in their pockets and doing justice to their sympathies by their acts. The society was one whose merits he need not dwell upon. He had before him in the sixty-fifth annual report a number of statistics which were put in the briefest possible form. He was happy to tell them that they were to be taken as read, and therefore he was not going to read them; but they certainly were remarkable. They shewed that the society which they were asked to assist advanced as the best claim to the assistance of others the fact that it had proved itself thoroughly capable of helping itself. It seemed that, five years before the Queen came to the Throne, some fourteen persons constituted the society. There were now something a little short of 1,200, and the funded property amounted to £90,000. It had spent in benevolent objects and objects which had been, not only for the benefit of individuals, but he could not but think for the benefit of the community, something like £125,000. But to such gentlemen as he was addressing this society must have special interest, composed as the meeting was largely of barristers, and, he was happy to say, of some of his oldest and most intimate friends of the bar—composed as it was of barristers and solicitors, and the society for whose prosperity he was proposing the toast, consisting as it did of the clerks of barristers and of solicitors, he could not think that there was any body of men who were associated with more pleasant memories in the minds of barristers and of solicitors than their clerks respectively. He knew of no relation, except perhaps that of husband and wife, more close and intimate than that of barrister and clerk. A barrister could still say to his clerk, in the language of Milton, "He whom mutual league, united thoughts and counsels, equal hope and hazard in the glorious enterprise, joined with me." Happily, he hoped, he had not often got to complete the quotation, and say, "Now misery hath joined in equal ruin." Happily the relation was dissolved before that came about, dissolved by an automatic process which, let them hope, was in something less than ruin of the parties. But, however that might be, the relations were of the most intimate character, and were full of good temper and good feeling. The constant contact, that might lead to friction and difficulty but for mutual toleration and forbearance—all these things came into the relation of clerk and barrister. Their efforts were linked together, their hopes were bound together, and they participated in the race and in one common fortune. Therefore, the barrister must have a place in his heart for his clerk. He could not speak with the same personal familiarity as to the relation between solicitor and clerk, but he felt little doubt that it was at least as close, for seeing, as he had seen in more than one capacity, the zealous labour, the uniform attention, the unselfish devotion which was brought to their profession by those clerks of solicitors with whom it had been his fortune to come in contact both at the bar and since he had been on the Bench, he could not but think that, as a whole, the solicitors were to be congratulated, and he had no doubt that they regarded with the greatest possible goodwill their clerks, to whom they owed so much. But if this was the relation of the clerk to the barrister and the clerk to the solicitor, was there no practising barrister, however hardened in case law or practice, who had not got a soft place in his heart for the managing clerk? Was there anybody who came with a more glorious welcome into the chambers of the practising barrister? He was not aware himself—they would forgive him if he said anything that they might not think justified—he was not aware himself that the managing clerks as a body were beyond other men endowed with the gift of personal beauty. He was not aware of it. It might be the fact. But no angel depicted by Guido or Raphael upon the window of some old cathedral smiled with the same benignant light through the dark aisles of a cathedral than did the managing clerk in the dusty chambers of Lincoln's-inn or the Temple. He came as the harbinger of joy. He kindled the imagination; there were possibilities behind him; they did not know what was in his pocket; their hopes were stimulated, and they thought there might be a brief. Sometimes there was not a brief, but instead of the brief there was a conundrum, and possibly not an easy conundrum. That book which the managing clerk knew so well and which the barristers knew so little about, though they talked so much about it, the White Book, that was a formidable book in the hands of the managing clerk, who very soon found out how much one knew about it. There were possibilities of such conundrums being put, and there were other possibilities which invested the managing clerk in the mind of the barrister with a halo such as no saint of Guido or Raphael could touch. He could dilate for the whole of the rest of the evening upon the numberless grounds upon which this toast ought to commend itself to them, but there were distinguished friends present who were burning for an opportunity of applying to advantage the study of that book to which he had referred, which he had not had the good fortune to read. Therefore, he would not stand before them and the meeting, but would ask that the toast be drunk with all the honours, the toast of the evening, "Prosperity to the United Law Clerks' Society."

The toast was drunk upstanding and with cheers.

Mr. JOHN ROSKILL proposed "The Bench, Bar, and Profession."

Mr. A. COCK, Q.C., responded for the Bench and Bar.

Mr. B. G. LAKE responded for the profession.

Mr. C. H. HOPWOOD, Q.C., proposed the health of the Chairman.

Mr. DUDLEY SMITH proposed "The Trustees and Arbitrators."

Mr. W. E. HUME-WILLIAMS responded.

Mr. BALFOUR BROWNE, Q.C., proposed the toast of "The Honorary Stewards."

Mr. O. L. CLARE, M.P., returned thanks.

Mr. RALEIGH PHILLPOTTS, in a very amusing speech, gave the health of "The Ladies."

Mr. C. H. FALCON responded, and the proceedings terminated.

The donations amounted to a trifle over £500.

The acting stewards, Messrs. E. Wildey (chairman), W. E. Barnes, H. Boustred, C. F. Champion, T. H. Fidgen, G. Fisk, H. Hall, W. May, G. W. Gough, F. J. Peirson, H. Spray, W. Stewart, W. F. Wybrow, and J. W. Mason (hon. sec.), deserve every credit for the carrying out of a most successful festival.

BERKS, BUCKS, AND OXFORDSHIRE INCORPORATED LAW SOCIETY.

On Wednesday the annual meeting in connection with this society took place at the Red Lion Hotel, Wycombe, under the presidency of Mr. F. E. Hedges, of Wallingford. The report and balance-sheet were presented and approved, the latter shewing a balance in hand of £121 8s. 4d., in addition to the invested fund of £350. Ten guineas were voted to the widow of a deceased member, ten guineas to the Solicitors' Benevolent Association, and twenty-five guineas to the Victorian Fund of the Incorporated Law Society. The society's prize for passing the 1896 examination was presented to Mr. Harold C. Dryland, of Reading. Mr. P. J. Rutland (Mayor of Wycombe) was elected president for the ensuing year, and Mr. W. Peppercorn (Oxford) vice-president; while the committee were re-elected with the substitution of Mr. Hedges (the retiring president) for Mr. J. T. Morland (Abingdon). It was resolved to hold the next annual meeting at Oxford.

In the evening the annual dinner was held. The chair was occupied by the president (Mr. P. J. Rutland), and the vice-chair by Mr. D. H. Witherington (secretary and treasurer). A brief toast-list was submitted at the conclusion of the repast.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 29th of April, 1897.

Airy, Bernard John, B.A.
Aldrich-Blake, Robert Morison, B.A.
Allen, Frederick, B.A.
Armstrong, Alan Seppings Bowen
Arnold, Matthew
Atkinson, Kenneth Herford
Atterbury, John Lucas
Ballard, Charles Richard
Barker, Francis Guy
Barlow, Francis Collins
Barnett, Francis Theodore
Bashall, John, M.A.
Bellamy, William Henry
Beloe, John Seppings
Bonner, Edgar Arthur
Box, Arthur Cecil
Brandreth, Benjamin
Bruce, Frederic Donnison
Bryan, William
Burton, Edmund Gerald
Bush, Ferdinand
Caesar, William Robert
Calvert, Charles Arthur, M.A.
Cheesman, William Edward Foster
Childs, Walter Hugh Wyndham
Chowne, Cecil Tilson
Clegg, John Bright
Clennell, George Harold
Coles, William Henry
Colthurst, Edward
Cook, John
Cullerne, Charles Pulteney
Dauncey, Frederick Herbert
Dauncey, Reginald Aubrey Fletcher
Davidson, William Augustus George
Davies, Robert Owen
Deeley, Felix
Dibble, George Chaffey
Dinwiddy, Harry Lutwyche
Double, George Alfred
Drummond-Lawson, Alexander Henry
Dunkerley, Chorlton
Eames, Alexander
Edge, Norman Charles Worthington
Edmonds, Edwin Arthur
Edwards, Charles
Elliott, Alfred Meadows
Field, Oliver, B.A.
Flint, William Henry
Forfar, Alan Monro, M.A.
Gates, William

Gaylor, Frank Samuel
Geare, Herbert Cecil
Gibson, Bertrand Dees
Gibson, William Weymouth, B.A.
Glover, Henry Percy
Godfrey, Astley Cooper
Grant, Herbert Cecil
Greaves, Francis
Greene, Joshua Francis
Grundy, Peter Morris
Gunning, Samuel Cosh
Guy, Rudolph Mannering
Harding, Reginald
Harris, Edward
Hart, Edward Fitz Gerald
Hartley, John Fleming
Hawke, John Granville
Hill, Richard Cuthbert
Hoggett, Henry
Holiday, Albert Edward
Hopkins, Edwin Thomas
Hopley, Charles Frederick Cayzer
Howard, Edwin James
Hulbert, Thomas William
Huskinson, Edward
Hutchings, Ernest
Jenkins, John
Jenner, William Messenger
Johnson, Sydney Newman
Jones, Harold Saies
Kennington, Sydney, B.A.
Langham, Edward Hennah
Last, Richard Johnson
Lawry, Samuel James, B.A.
Lee, James Arthur
Lees, William
Leggett, Frank James Aldridge
Leveaux, Frederick Joseph
Lewis, David James
Lewis, Evan David, B.A.
Lonsdale, Edward
McGowan, Edgar
Marchant, William Francis, B.A.
Marsh, Avenel Dudley Beauclerc
Marsh, Frederick Thomas Seward
Martin, James Mason
Meade, Francis Henry, B.A.
Mercer, Gerald Charles
Millard, Harold Lewis Holland
Minton, Francis, B.A.
Monk, Philip Henry
Morgan, David Hughes
Mosse, Robert Lee
Mossop, Samuel Septimus
Mowll, Alfred Kingsford
Nash, Owen Edmond
Nussey, Cecil Antony, B.A.
Oakley, Frederick
Oppenheimer, Herbert
Page, Harold Ethelbert
Parker, Thomas
Payne, Arthur
Pearlman, Benno
Pennington, Hugh
Perkins, Donald Yerbury
Perkins, Montague Thornton
Pontifex, Edmund Charles, B.A.
Powell, James Henry Richard
Prettejohn, Browse Nathaniel Oldreive
Purnell, William Godfrey
Rawlinson, Leonard
Reynolds, Nathaniel
Roberts, Richard Mills
Robinson, Albert
Robson, John William
Rodger, William Wyllie
Roney, Julian
Roskell, Robert Nicholas
Ryland, Arthur William
Salmon, Claude Garrett
Seymour, Gerald Ommanney
Shepheard, Percy Beaumont
Smith, Albert Howard
Smith, Alfred Elliott Sidney
Smith, Charles Harold
Smith, James Lee
Smith, Walter Bernard
Somers, John Percy, B.A.
Southby, Thomas Griffith
Stainton, George
Stanley, Hartley
Stocker, Edward Barlow
Tanner, Charles Peile, B.A.
Tassell, Guy
Taylor, Edward Reginald
Taylor, Harold Merton
Taylor, James Dewhurst
Taylor, James Walter
Thompson, George Medley
Thompson, Thomas Rider
Tonkin, Samuel
Tucker, Henry
Tyler, Frederic John
Urry, George Edward
Vernon, Thomas Mellard
Wadsworth, Joseph
Walker, Charles Selborne
Walker, Joseph
Walker, William Henry
Warlow, Alick John Picton, B A.
Watkins, Stephen Walter
Watson, Reginald Cyrus
Welford, Harold Baliol
Wells, Robert
Whiteford, Basil Hamilton
Whiteley, Gerard Tarver, B.A.
Wilkins, Ernest William, B.A.
Willan, Walter Constantine
Williams, Clarence Emlyn Vaughan
Williams, George
Wilson, Walter Frederick
Wratislaw, Marc Eugene Townsend
Zimmermann, Frederick Charles

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 27th and 28th of April, 1897.

Armitage, Edward Ernest
Arnison, Charles
Badham, Harry Alexander
Bailey, Archibald Harry
Baxter, Robert William, B.A.
Berry, Albert Edward
Blaker, Harry Rowsell
Bowman, Paget John Merriman
Brewis, Arthur
Brooks, Arthur Percy
Burns, Hugh
Calvert, Harry Percy
Cardell, Maurice George
Cloke, Frederick Alchin
Cobbett, Herbert Richard, B.A.
Cooper, James
Davies, John
Donisthorpe, Anderson de Aula
Drake, Arthur Wogan
Duguid, Thomas Basil
Evans, William Robert, LL.B.
Fisher, Arthur Clement
Forbes, Barré Robert Machray, B.A.
Ford, Harold Gover
Fox, George William
Gidden, Owen Edward Barton
Giffard, Walter John Frederick, B.A.
Goodwin, Francis John
Goody, Neville Clifford
Gordon, Hugh, M.A.
Gough, William Meyrick
Green, George
Hare, George Dudley
Harrod, Henry Herbert, B.A.
Harvey, Gerald Richard Musgrave
Hebblethwaite, Samuel
Henderson, Cecil Prichard
Hibbert, Joseph
Hudson, William
Hurd, Reginald John Wickham
Jackson, Edward Mackenzie
Jeppe, Elliott Potton, B.A.
Jones, Clement Thomas
Jones, Thomas Latimer
Kahn, Edgar Nathan Richard
Leigh, Robert
Lewis, Herbert Somers
Liddle, Victor Bertram
Linnell, Frank Gardiner
Mackintosh, Charles, LL.B.
Martyn, Thomas Edward
Mason, Thomas Frederick
Masters, William John
May, William Edward Southcomb
Odgers, Arthur William, B.A.
Parez, Adrian Hubert
Parkin, Walter Reginald
Phillips, Henry George Hilliar Morgan
Powell, Alfred
Price, Robert Peel
Price, William Edward
Reece, Edmund Llewellin Bernard
Sharman, Hereward Reid
Shires, Gilbert Cecil
Stirk, Frank Aubrey, B.A., LL.B.
Tahourdin, Charles Baynard
Taynton, Hubert Myon
Thompson, Henry Roderick
Thornton, Thomas
Thursfield, William Heath, B.A.
Ward, Francis, B.A.
Warren, Charles Edgar
Warren, Godfrey Francis, B.A.
West, Charles Eliot
Weston, Frederick William
White, William Ernest Crabtree, B.A.
Williams, Edward Hugh

LEGAL NEWS.

APPOINTMENTS.

Mr. Justice Vaughan Williams has been appointed a member of the Rule Committee of the Judges, in the place of Mr. Justice Charles, resigned.

Mr. W. H. Paterson, solicitor, of 16, Finsbury-circus, London, has been appointed a Commissioner for Oaths. Mr. Paterson was admitted in June, 1887, and is a Commissioner for Affidavits for the Supreme Courts of Victoria, New South Wales, South Australia, and Western Australia.

CHANGES IN PARTNERSHIPS.

Mr. W. F. Nokes, solicitor, of 57, Basinghall-street, London, has admitted into partnership with him Mr. Charles Blampfylde Daniell, late of Ulverstone, and the title of the firm will henceforth be "Nokes & Daniell." May 10.

INFORMATION WANTED.

Elizabeth Austen.—Any solicitor or other person having the custody or any knowledge of a will made by Mrs. Elizabeth Austen, late of Alpha Villa, No. 205, Stanstead-road, Forest-hill, S.E., who died on the 7th of May, 1897, is requested to communicate at once with Mr. Thos. H. E. Foord, solicitor, 15, Philpot-lane, London, E.C., and Forest-hill, S.E.

GENERAL.

The Royal Courts of Justice will be closed on Monday and Tuesday, June 21 and 22, in connection with the observance of her Majesty's Jubilee.

It is stated that probate was granted on Saturday of the will of Sir Edward Ebenezer Kay, who died on the 16th of March last, aged seventy-four, leaving personal estate of the value of £203,404.

It is stated that Thursday, June 3, has been fixed for the judges to attend at the House of Lords to deliver their opinion on the question of law submitted to them in the important trade-union case of *Allen* v. *Flood and Another*.

The Attorney-General will entertain the law and ex-law officers of the Crown, the officials connected with his department, and others at dinner, at Lincoln's-inn, on Wednesday, the 26th inst., in celebration of her Majesty's birthday.

Lord Justice Lindley was unable to sit in Appeal Court II. this week up to Thursday owing to an accident. The *Times* says that while feeding a favourite horse on Saturday he was accidentally bitten in the hand by the animal. It is understood that the wound is not a severe one.

It is announced that her Majesty's judges will not take any part in the procession of the 22nd of June, but it is expected that all their lordships who are not away on circuit at the time will be present at the Royal Courts of Justice, where special seating accommodation will be provided for them to view the procession.

The judges, Pollock, B., and Cave, J., have fixed the following commission days for holding the Summer Assizes on the Midland Circuit: Aylesbury, Tuesday, June 15; Bedford, Friday, June 18; Northampton, Wednesday, June 23; Leicester, Monday, June 28; Oakham and Lincoln, Saturday, July 3; Derby, Saturday, July 10; Nottingham, Saturday, July 17; Warwick, Friday, July 23; Birmingham, Thursday, July 29. Both civil and criminal business will be taken at these assizes. Baron Pollock will go on circuit alone until Nottingham is reached, when he will be joined by Mr Justice Cave. At the conclusion of the business there Baron Pollock will return to town and Mr. Justice Cave will proceed to Warwick alone, afterwards going to Birmingham, where he will be joined by Mr. Justice Vaughan Williams. The judges, Day and Lawrance, JJ., have fixed the following commission days for the Summer Assizes on the Western Circuit: Salisbury, Saturday, May 29; Dorchester, Thursday, June 3; Wells, Tuesday, June 8; Bodmin, Tuesday, June 15; Exeter, Monday, June 21, but business will not, in consequence of her Majesty's Jubilee, be taken before the following Thursday; Winchester, Tuesday, June 29; Bristol, Wednesday, July 7. Mr. Justice Day will go on circuit alone until Exeter is reached, when he will be joined by Mr. Justice Lawrance. Grantham and Wright, JJ., have fixed the following

commission days for holding the Summer Assizes on the North-Eastern Circuit: Newcastle, Tuesday, July 6; Durham, Tuesday, July 13; York, Tuesday, July 20; Leeds, Monday, July 26. The two judges will attend at all the places.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, May 24	Mr. Jackson	Mr. King	Mr. Pemberton
Tuesday 25	Carrington	Farmer	Ward
Wednesday 26	Jackson	King	Pemberton
Thursday 27	Carrington	Farmer	Ward
Friday 28	Jackson	King	Pemberton
Saturday 29	Carrington	Farmer	Ward
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, May 24	Mr. Leach	Mr. Lavie	Mr. Godfrey
Tuesday 25	Beal	Pugh	Bolt
Wednesday 26	Leach	Lavie	Godfrey
Thursday 27	Beal	Pugh	Bolt
Friday 28	Leach	Lavie	Godfrey
Saturday 29	Beal	Pugh	Bolt

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1897.

SPECIAL PAPER.

For Judgment.

Younghusband v Metropolitan District Railway Co

For Argument.

In re an Arbtn between Gubbins & anr and The London and Blackwall Ry Co and The Great Eastern Railway Co Special case (pt hd March 18, 1897, before Mr Justice Cave and Mr Justice Lawrance) s o referred to Arbitrator

Mayor, &c, of Ashton-under-Lyne v Pugh Special case (part heard Nov 13, 1896, before Mr Justice Grantham and Mr Justice Wright)

The Devon & Cornwall Banking Co v Jarvis point of law

Reid v Hooley & anr point of law

Sydney Harbour Collieries Co, ld v Grey spec case

In re an Arbtn between the London County Council & The City of London Brewery Co spec case (s o May 11)

In re an Arbtn between Richardsons & M Samuel & Co spec case

Clark b Rochford District Council spec case

OPPOSED MOTIONS.

For Argument.

The Attorney-Gen (at, &c) v Wright (s o for trial of action)

Ward v Plymouth & Stonehouse Gas, &c, Co (part heard March 1, 1897, before Mr Justice Cave and Mr Justice Wright) s o for report of Official Referee

In re an Arbtn between the Matlock Bath Gas Light and Coke Co and the Matlock Bath, &c, Urban District Council (part heard March 2, 1897, before Mr Justice Cave and Mr Justice Wright) s o award referred to Arbitrator

In re a Solicitor, Expte Incorporated Law Soc (s o next sittings)

Harrington v Gatis (s o for security)

In re a Solicitor, Expte Incorporated Law Soc

In re an Arbtn between Fenner and Lord, (s o for inspection)

In re a Solicitor, Expte Incorporated Law Soc

CROWN PAPER.

For Judgment.

Yorkshire, W R The Queen v The Justices of the West Riding of the County of York (expte Shaw) Nisi for mandamus to hear app

For Argument.

Kent Simmons v Malling Rural District Council magistrate's case

Derbyshire Duke of Devonshire v Stokes magistrate's case

Met Pol Dist Andrews v Denton magistrate's case

Northamptonshire, Northampton Brawn v Revitt county court plt's app

Lancashire, Colne Foulds v Garnett county court dft's app

Nottinghamshire, Nottingham Norton v Roe county court plt's app

Manchester Derbyshire v Houliston magistrate's case

Suffolk, Stowmarket Suffolk Lunatic Asylum Committee v Stow Union Guardians county court dfts' app

Birmingham James v Joseph, Evans, & Co ld magistrate's case

London The Queen v Council of Medical Education, &c (expte Spero) nisi for mandamus to rester J S Spero on Register of Dentists

Richmond Houghton v Taplin magistrate's case

Pembrokeshire The Queen v Mayor &c of Pembroke nisi for mandamus to obey order of Local Government Board

Surrey, Southwark Cole v London & South Western Ry Co county court plt's app

Wiltshire, Chippenham Washbourne v Broom county court dft's app

Swansea Williams v Horrigan & ors magistrate's case

Cheshire Stockport Union & ors v London & North-Western Ry Co quarter sessions spec case

London The Queen v London County Council (ex pte Webster) Nisi for mandamus to hear appln

London Rosenberg v Margowski (Pagett & Co) county court dft's app

Glamorganshire, Merthyr Tydfil Jones v Lewis (Daniel, clmt) county court plt's app

Kent, Woolwich Leopard v Litoun county court plt's app

Berks The Queen v The Justices of the County of Berks (ex pte Smith) nisi for mandamus to hear app

Hertfordshire, Watford Smith v Acme Tone Engraving Co county court dfts' app

Met Pol Dist Firth v Staines magistrate's case

Carmarthenshire, Llanelly Dillon & Sons v Daniels county court dft's app

Middlesex, Westminster Kerr v Kerr county court respondent's app

Lancashire The Queen v Knowles, Esq, & ors, Jj, &c, and Sinclair (expte Knowles & Sons) nisi to state case

Met Pol Dist London County Council v Bernstein magistrate's case

Norfolk, Norwich In the Matter of Thetford Electric Light, &c Co on the petn of Jackson county court petitioner's app

Berkshire, Faringdon Roberts v Kirkwood (trading, &c) county court dft's app

Staffordshire Scott v The Midland Railway Co magistrate's case

Middlesex, Westminster Gough-Calthorpe & anr v The Queen Anne Gallery ld County court ptf's app

Middlesex, Edmonton Rimmer v Brereton (Sullivan, clmt) county court ptf's app

Middlesex The Grand Junction Water Works Co v Davies magistrate's case

London Lakey v Mills & Wright county court dfts' app

Middlesex, Brompton Jones v Hawker county court dft's app

Warwickshire, Birmingham Horton v Gibbins county court ptf's app

Bolton Booth v Bateson magistrate's case

Buckinghamshire, Buckingham Holland v The Fancier's Gazette ld & ors county court dft Page's app

Surrey, Wandsworth Jordan v Turner county court dft's app

Monmouthshire Judge v Davies magistrate's case

Wiltshire Smith v Jeffreys magistrate's case

Berkshire Smith v Gibbs & ors quarter sessions special case

Surrey Martin v Carter magistrate's case

Middlesex, Bow R Trickett & Co, ld v Girdlestone (Darby, clmt) county court clmt's ap

Surrey, Croydon Pritchett v Poole county court plt's app

Yorkshire, Sheffield Kelly v Parker county court plt's app

Norfolk, Great Yarmouth Farmery v Rope county court dft's app

Middlesex, Clerkenwell Bull v Hyde county court plt's app

London Grieb & Co v Lohmann mayor's court plt's app

Warwickshire, Birmingham Adams v Allen county court plt's app

Southampton Mayor, &c, of Bournemouth v Flower magistrate's case

Kent, Greenwich Plant v Scarsdale Steamship Co ld county court plt's app

Suffolk, Ipswich Thurlow v Row county court plt's app

Essex, Waltham Abbey Lockwood v Great Eastern Ry Co county court dft's app

Worcestershire, Worcester Dobbs v Leicester county court plt's app

London Diederichen v Farquharson Bros & Co mayor's court dfts' app

Middlesex, Brompton Piears v Lovatt county court plt's app

London Vestry of Fulham v London County Council magistrate's cases

Surrey, Wandsworth Gibbs v Coles Prohibition to C C dft's app

England The Queen v The Right Rev Lord Bishop of Durham (expte Rev D Evans) nisi for prohibition under Clergy Discipline Act

Devonshire Mitchell v Torrington Union magistrate's case

Essex Ilford Urban District Council v Glenny magistrate's case

Sussex, Hastings King v Eversfield county court Isabella Eversfield's app

Middlesex, Bow Shea v Message county court plt's app

Cambridgeshire Dunnett v Cambridge University and Town Waterworks Co magistrate's case

Kent, Greenwich Fry & anr v Rutty & anr county court plts' app

Gloucestershire, Bristol Skinner v Gould county court plt's app

Middlesex Palmer v Tyler magistrate's case

Yorkshire, Otley Oddy v Collins & Co county court dfts' app

Pembrokeshire, Pembroke Elsdon v Way county court plt's app
Hampshire, Portsmouth Mason v Keefe county court plt's app
Yorkshire, Skipton Bendall v Lofthouse county court plt's app
Yorkshire, Sheffield Chambers & Co v Gunstone & ors county court plts' app

REVENUE PAPER.

For Judgment.

Attorney-General and Strange (c a v 1st April)
Attorney-General and Wood (c a v 5th April)
Re Estate Duty chargeable on death of Second Earl Cowley (c a v 30th March)

For Hearing.

Causes by English Information.

Attorney-Gen v Newcomen (since dec) and ors part heard
Attorney-Gen v Earl of Carlisle & ors
Attorney-Gen and Earl Cowley

Petition.

Re The Royal College of Surgeons

Special Case.

Re The Mayor, &c, of Borough of Nottingham

Cases stated as to Stamp Duty.

The Hon John Baring, applt, and the Commrs of Inland Revenue, rspdts

THE PROPERTY MART.

SALES OF ENSUING WEEK.

May 25.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Sworder's Brewery, Luton, with 58 Tied Houses, &c., &c. Solicitors, Messrs. Sworder & Longmore, Hertford. (See advertisement, April 24. p. 4.)

May 25.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Ground-rents of nearly £100 per annum, a Leasehold Ground-rent of £11 12s. per annum secured upon property in St. John's Wood, also a Leasehold Property in same district. Solicitors, Messrs. Thorold, Brodie, & Bonham-Carter, of London. (See advertisement, this week, p 4.)

May 27:—Messrs. DYER, SON, & HILTON, at the Mart, at 2 p.m., a Freehold Ground-rent of £340 per annum, secured upon shops and dwelling-houses in Lewisham. (See advertisement, this week, p. 4.)

RESULT OF SALE.

SALE OF REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD's 595th Periodical Sale of these interests was held at the Mart on Thursday last. The following are some of the results:—

REVERSIONS:

To one-sixth of £4,048, and one-ninth of £1,935; life 51 ...	Sold	£315
To £2,660; life 69, provided life 41 survive; also		
To £1,750 on decease of two lives, 69 and 57, provided life 41 survive former life 69; also		
To £1,000 Caledonian Railway Ordinary Stock on decease of two lives, 69 and 59, provided life 41 survive former life 69, together with life policy for £6,000	,,	£1,810
To £537 3s. 6d. Two-and-a-Half per Cent. Annuities; life 61	,,	280
To £3,000 cash; two lives, 62 and 56	,,	1,370
To Freeholds and Ground-rents producing £642 per annum; life 49	,,	3,300
POLICIES OF ASSURANCE:		
For £1,000; life 67	,,	655
For £300; life 67	,,	145
For £500; life 67	,,	195
For £1,000; life 73	,,	005
The total of the sale was £5,665.		

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARQUE "JANE," LIMITED—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Allen, care of T. B. Neale & Co, 5, Fenwick st, Liverpool Batesons & Co, Liverpool, solors to liquidator

BLACKPOOL ELECTRO-HYDROPATHIC, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Richard Bowman, 12, Birley st, Blackpool. Dean & Waterhouse, Blackpool, solors to liquidator

CASHMAN'S BRILLIANT REWARD GOLD CLAIM MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Ernest E. Collins, Winchester House, Old Broad st. Milner & Bickford, Gt Tower st, solors

HALIFAX HIGH SCHOOL FOR GIRLS, LIMITED—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to Norcliffe Blakey Spenser, 1, Harrison rd, Halifax. Walker, Halifax, solor to liquidator

RADIANT CYCLE MANUFACTURING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to William Wallace Woodman, 9, Hunton rd, Gravelly hill, nr Birmingham. W. F. Awdry, Birmingham, solor to liquidator

SPRING LANE BREWERY CO, LIMITED—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. Joseph Wharton Pollitt, 7, Pall Mall, Manchester. Clayton & Horsfield, Radcliffe, nr Manchester, solors for liquidator

UNIVERSAL CYCLE FITTINGS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 22, to send their names and addresses, together with full particulars of their debts or claims, to Mr. Rhesce Williams Palk, 105, Colmore row, Birmingham. Stubbs, Birmingham, solor for liquidator

INN AND SPIRIT UNION, LIMITED—Creditors are required, on or before June 30 next, to send their names and addresses, and the particulars of their debts or claims, to John Merrett Wade, 5, Fenwick st, Liverpool. Peacock & Co, solors for liquidator

London Gazette.—TUESDAY, May 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC DELIVERY MACHINES SYNDICATE, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Wild, Broad st avenue. Mellor & Co, 1, Moorgate pl, solors for the liquidator

EMBANKMENT PUBLISHING CO, LIMITED—Creditors are required, on or before June 12, to send their names and addresses, and particulars of their debts and claims, to Charles J. March, 3, Church ct, Old Jewry, Slaughter & May, 18, Austinfriars, solors to liquidator

FRENCHMAN'S PEAK, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Daniel Clewin Griffith and George Hubert Hoyle Chambers, 7, Throgmorton avenue. Lattey & Hart, 16, Devonshire sq, Bishopsgate, solors for liquidators

GOLD FIELDS OF URUGUAY, LIMITED—Creditors are required, on or before Aug 17, to send their names and addresses, and the particulars of their debts or claims, to R. B. Hays, 11, Abchurch lane

JAMES DAVIS & SONS, LIMITED (of Springfield Dyeworks, Greetland)—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to George Buckley, Tower chbrs, Halifax. England, Halifax, solor to liquidator

JUMPERS EXTENDED, LIMITED—Petn for winding up, presented May 14, directed to be heard on Wednesday, May 26. Firth, 7, Angel ct, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

KRUGER SYNDICATE, LIMITED—Petn for winding up, presented May 14, directed to be heard on May 26. Thomson & Co, 2 and 3, West st, Finsbury circus. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

L'AUSTRALIE, LIMITED—Petn for winding up, presented May 13, directed to be heard May 26. Burn & Berridge, 11, Old Broad st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

"MANHANSET" STEAMSHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Jefferson Hogan, 52, Queen sq, Bristol

MATLOCK BATH GAS-LIGHT AND COKE CO, LIMITED—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Job Nightingale Derbyshire, Bentinck bldgs, Wheeler Gate, Nottingham

MERTHYR THEATRE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 17, to send in their names and addresses, and the particulars of their debts or claims, to Mr John Forrester, Merthyr Tydfil Jones & Beddoe, Merthyr Tydfil, solors to liquidator

QUEENSLAND NATIONAL BANK, LIMITED—Petn for winding up, presented May 17, directed to be heard on Wednesday, May 26. Murray & Co, 11, Birchin ln, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

SAILING SHIP "KENTMERE" CO, LIMITED—Petn for winding up, presented May 13, directed to be heard on Wednesday, May 26. Stibbard & Co, 21, Leadenhall st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

YSTRADYFODWG CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before June 14, to send in their names and addresses, and particulars of their debts or claims, to James White, 68, St Michael's hill, Bristol. Barnett & Leonard, Bristol, solors for liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

OLDHAM ENGINEERING CO, LIMITED—By an order made by Hall, V.C., dated April 27, it was ordered that the voluntary winding up of the company be continued; and that John Clegg, 80, Stumeleigh st, Oldham, Mechanical Engineer, be appointed liquidator in addition to the liquidators already appointed. Fripp, 18, Clegg st, Oldham, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

ESSEX BUILDERS' AND DECORATORS' CO-OPERATIVE SOCIETY, LIMITED, 10, Gladstone rd, St James st, Walthamstow, Essex. May 12

LICHFIELD CHURCH MISSION EVANGELIST BROTHERS PROVIDENT SOCIETY, 4 and 5, Waterloo terr, Northampton rd East, Wolverhampton. May 5

RAMSDEN WORKING MEN'S BENEFIT SOCIETY, Stag and Hounds Inn, Ramsden, Charlbury, Oxford. May 12

WALES CLUB, Abram Tebbartt's, Rushton rd, Rothwell, Kettering, Northampton. May 5

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 23.

BENSON, BENJAMIN, New Mills, Derby, India Rubber Manufacturer May 31 Benson v Horrocks, Kekewich, J Lewis, Chancery lane

London Gazette.—TUESDAY, May 4.

AYTON, CHARLES, Besthorpe, Norfolk, Farmer June 16 Traxton v Ayton, North, J Pomeroy, Wymondham, Norfolk

GODWIN, JOHN GILL, St George's row, Pimlico May 31 Godwin v Stillwell, Stirling, J Stephens & Co, Cardiff

MICHAEL, JOHN WILLIAM, Hamilton terr, St John's wood, Gent May 31 Kennedy v Michael, North, J Michael, Birchin lane

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 7.

AKROYD, WILLIAM, Halifax, Machine Broker June 12 Jubb & Co, Halifax

ALESBURY, WILLIAM, Leyton June 30 Drury Freeman, Chancery ln

BENNETT, WILLIAM AMBROSE, Popiar June 1 Barrett, Leadenhall st

BIDDLE, WILLIAM, Brixton June 8 Walker, Arundel st

BLAIKIE, JOHN, Southend on Sea June 8 Wood & Co, Southend

BORE, RICHARD, Leamington June 12 Wright & Hassalls, Leamington

BREAKELL, MARGARET, Preston June 5 Clarke, Preston

BRODRICK, ELIZABETH, Southport June 1 Griffith & Co, Newcastle upon Tyne

CLABBOUGH, JOHN PLUMB, San Francisco, U S A June 30 Burton, Birmingham

CLARK, JOHN PERCY, North Ferriby, York July 1 Winter & Henson, Hull

CLEGG, JOHN HAGUE, Stockton on Tees, Surgeon June 26 Archer & Parkin, Stockton on Tees

CLIMPSON, THOMAS, Chesham, Bucks, Clerk June 5 Francis & How, Chesham

COLLINGE, BLANCHE, Hounslow May 22 Ireland, Coleman st

COLLINGS, CHRISTIANA ELIZA, Clifton, Bristol June 18 Sweet & Sweet, Bristol

COX, JOHN PEARSON, Nottingham June 16 Freeth & Co, Nottingham

CRABTREE, JAMES, Heywood, Lancs, Wine Merchant June 19 Grundy & Co, Manchester

DIXON, ELIZABETH, River, nr Dover June 7 Brennan & Brennan, Maidstone

DUDLEY, MARIA, Bierton, nr Aylesbury June 11 Witham & Co, Gray's inn sq

DUKE, JAMES, Kingsnorth, Kent May 31 Kingsford & Drake, Ashford

HARVEY, MARY, Little Hallam, Derby June 12 Martin & Sons, Nottingham

HEDLEY, JOSEPH, Durham, Farmer June 5 Mawson, Durham

HOWE, THOMAS POTTER, Ipswich July 5 Jackaman & Co, Ipswich

LINDO, LEAH, Hyde Park June 18 Emanuel & Simmonds, Finsbury circus

MCCARTHY, HARRIET MARY LOUISA, Plymouth May 31 Bond & Co, Plymouth

MCCREANE, AGNES MARIA, Southport June 4 Gibbons & Arkle, Liverpool

OWEN, HUGH, F.S.A., Paddington June 24 Hales, Victoria st
PASTORELLI, FRANCIS JOHN, Gunnersbury June 18 Emanuel & Simmonds, Finsbury circus
POOLEY, WILLIAM, Manchester, Commission Agent June 14 Bates & Jellicorse, Manchester
PRATT, MARY, Narborough, Leicester June 24 Berridge & Sons, Leicester
ROBINSON, WILLIAM, Gt Barford, Bedford June 21 Turner, Hull
SALTER, SAMUEL JAMES AUGUSTUS, Basingstoke, Hants June 15 Scott, New Broad st
STEWARD, ALFRED, Gt Yarmouth June 11 Steward, Gt Yarmouth
STONE, CHARLES, Stretford, nr Manchester June 1 L R & G Entwisle, Manchester
TAYLOR, ELLIS UPTON, Bredbury, Chester June 9 Mair & Blunt, Macclesfield
TENNANT, CECIL HAWORTH, July 7 H & A Maxfield, Sheffield
WATSON, GEORGE, Eaglescliffe, Durham, Wharfinger June 12 Belk & Cochrane, Middlesborough
WILLIAMS, MATILDA, Chiswick July 1 Homewood, Old Jewry chmbrs
WRAY, MARY ANN, Kingston upon Hull June 12 Winter & Henson, Hull
YEOMAN, The Venerable HENRY WALKER, Cleveland, York July 1 Trevor, Guisborough

London Gazette.—TUESDAY, May 11.

BIRCHALL, KATE, Salford, Lancs June 10 Hibbert & Westbrook, Hyde
BLACKMOOR, WILLIAM, Scarborough July 12 Marsh & Son, Rotherham
BLAKE, WILLIAM PEARSE, Exmouth June 24 Brutton, Exeter
CAVE, CAROLINE, Finmere, Oxford May 27 Hearn & Hearn, Buckingham
CHESTER, WILLIAM, Maltby, York, Farmer June 7 Parkin & Co, Doncaster
CROOKS, CHARLES, 8th Tottenham July 6 Hamlin & Co, Fleet st
DA GAMA, JOSE AUGUSTO, Lisbon, Portugal, Landed Proprietor June 24 Harston Bishopsgate st Within
DENTON, JOSHUA WRAGG, Barnsley, York, Hotel Keeper June 1 Carrington, Barnsley,
WEND, JESSEY DE, Underbank Hall, nr Deepcar, York July 1 Cayley, Southampton bldgs, Chancery lane
DWELLEY, PHEBE LEWARNE, Hackney June 10 Hind, Gt Trinity lane
EVANS, JOHN, Halstead, Essex, Dealer June 24 Harris & Co, Halstead
FEARNSIDE, HENRY, Bournemouth June 5 Smythe & Lefroy, Bournemouth
HALLAS, JAMES, Huddersfield June 9 Armitage & Co, Huddersfield
HAWORTH, NANCY, Blackpool June 15 Alfred Grundy & Co, Manchester
HEWLAND, ROBERT, Henrietta st June 10 Hind, Great Trinity lane
HOLDEN, JAMES, Marland, nr Rochdale July 1 Brooks & Co, Ashton under Lyne
HULME, BENJAMIN GEORGE, Oldham, Plumber June 15 Ascroft & Maw, Oldham
JACOBSON, CHARLES LONGLEY, Sutton, Surrey June 22 Cobbett & Co, Manchester
LEYSHON, ANN, White Rock, nr Swansea June 7 Thomas, Cardiff
MATHER, ANDREW, Mold, Flint, Licensed Victualler June 5 Marston, Mold
MEAGHER, JOHN FRANCIS, Collyhurst, Manchester, Bootmaker June 3 Shippey & Jordan, Manchester
MONTGOMERY, FRANCIS, Paulerspury, Northampton, Farmer June 1 Roche, Daventry
NEAVE, MARY, Ipswich June 1 Notcutt & Son, Ipswich
PAGE, SOPHIA, Maldon, Essex June 5 Clapham & Co, Devonshire sq
PAUL, CHARLES WILLIAM, Bristol, Merchant May 26 Fussell & Co, Bristol
ROGERS, THOMAS THEODORE, Huyton, nr Liverpool, Chartered Accountant June 10 North & Co, Liverpool
SELLEK, WALTER FRANCIS, Sidmouth, Devon, Butcher June 24 Brutton, Exeter
SHORTHOSE, WILLIAM TOWNSEND, Westbourne ter, Hyde Park July 1 Saxton & Morgan, Somerset st, Portman sq
STEWART, WILLIAM EDWARD, Hove, Sussex June 6 Clutton, Whitehall pl
TOMLINSON, ROBERT, Chiswick June 20 Sanders Fiske, Norfolk st, Strand
WATSON, ALEXANDER LILIAN, Brighton June 30 Munns & Longden, Old Jewry
WEST, SAMUEL, Yorktown, Surrey June 10 Henry C Lunn, Yorktown
WHARTON, ROGER, Bolton July 17 Greenhaigh & Cannon, Bolton
WILLMIS, WILLIAM HENRY, Bermondsey June 30 May & Co, Laurence Pountney hill
WOOD, ISAAC, Leeds, Currier June 21 W & E H Foster, Leeds

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 14.

RECEIVING ORDERS.

ALFORD, ALBERT EDWARD, Portswood, Southampton, Plumber Southampton Pet May 10 Ord May 10
ANSTIS, JOHN, Stockland, Devon, Farmer Exeter Pet May 10 Ord May 10
BADGER, WILLIAM, Bournemouth, Dairyman Poole Pet April 28 Ord May 12
BAKER, JOSEPH, Aveton Gifford, Devon, Miller Plymouth Pet May 12 Ord May 12
BLAXELL, ARTHUR CRISP, Gt Yarmouth, Hay Dealer Gt Yarmouth Pet April 30 Ord May 11
CANHAM, ALBERT EDWARD, Wincobank, Yorks, Builder Sheffield Pet May 11 Ord May 11
CHADDERTON, HERBERT, Hurleston, nr Nantwich, Farmer Nantwich Pet May 10 Ord May 10
CHADWICK, JOSEPH BRIGGS, Sandside, nr Ulverston, Farmer Ulverston Pet May 10 Ord May 10
CLAPHAM, GEORGE, Knaresborough, Ropemaker York Pet May 10 Ord May 10
COHEN, MARKS MENDES, Brady st, Provision Dealer High Court Pet May 7 Ord May 11
CRAGG, WILLIAM JOHN, Plymouth, Plumber Plymouth Pet May 11 Ord May 11
CREBER, ANTHONY BUCK, jun, Leadenhall st, Solicitor High Court Pet April 22 Ord May 10
DAVIES, WILLIAM JOHN, Dowlais, Glam, Baker Merthyr Tydfil Pet May 10 Ord May 10
DODD, AMANDA HENRIETTA, East Stonehouse, Stationer Plymouth Pet May 10 Ord May 10
DOE, WILLIAM, Canterbury, Hardwareman Canterbury Pet May 12 Ord May 12
DOW, JAMES, Bridgend, Veterinary Surgeon Cardiff Pet May 11 Ord May 11
FISHER, WILLIAM, Wolverhampton, Foreman Wolverhampton Pet May 10 Ord May 11
HARLEY, ANDREW ALLEN, Kidderminster, Fruiterer Kidderminster Pet May 8 Ord May 8
HARRIS, ALFRED SAMUEL, Moss Side, Manchester, House Furnisher Oldham Pet May 11 Ord May 11
HORWOOD, THOMAS, Bremhill, Wilts Swindon Pet April 13 Ord May 10
HOSSENT, WILLIAM, Leeds, Tailor Leeds Pet May 8 Ord May 8
JAKINS, ALFRED WILLIAM, Luton, Butcher Luton Pet May 12 Ord May 12
JONES, JOHN, Rhondda Valley, Glam, Collier Pontypridd Pet May 12 Ord May 12
JUNALLS, GEORGE, Bridgwater, Baker Bridgwater Pet May 10 Ord May 10
KEARSEY, FARDERICK, Cheltenham, Gardener Cheltenham Pet May 10 Ord May 10
KERRY, JOHN, Sheffield, Canvasser Sheffield Pet May 10 Ord May 10
LENCOTT, WALTER W, Finsbury pvmt, Business Transfer Agent High Court Pet April 24 Ord May 12
MORRIS, WILLIAM, Swansea, Grocer Swansea Pet May 10 Ord May 10
NEWTON, JOSEPH LEWIS, Sneinton, Notts, Baker Nottingham Pet May 11 Ord May 11
OPENSHAW, GEORGE HENRY, Pendleton, Salford, Plumber Salford Pet May 10 Ord May 10
PRICE, JOHN, Glascomb, Radnor, Farmer Leominster Pet May 12 Ord May 12
RILEY, PETER, Bradford, Fireman Bradford Pet May 10 Ord May 10
ROBERTS, ROBERT, Barmouth, Merioneth, Grocer Aberystwith Pet May 12 Ord May 12
ROBERTSON, ALEXANDER, Carlisle, Coal Agent Carlisle Pet May 11 Ord May 11
THOMAS, REES MORGAN, Senghenydd, Glam, Butcher Pontypridd Pet May 11 Ord May 11
WALKER, WILLIAM THOMAS, Colnbrook, Bucks Windsor Pet May 7 Ord May 7
WILLIAMS, WILLIAM SWAIN, Holyhead, Butcher Bangor Pet May 11 Ord May 11

RECEIVING ORDER RESCINDED.

LEESON, HELEN, Liverpool Liverpool Rec Ord April 1, 1897 Resc May 6

FIRST MEETINGS.

ACTON, RICHARD LLOYD, Mortimer, Salop, Farmer May 25 at 12.20 S Thursfield, Kidderminster, Solicitor
ALFORD, ALBERT EDWARD, Portswood, Southampton, Plumber May 24 at 3.30 Off Rec, 4, East st, Southampton
ANSTIS, JOHN, Stockland, Devon, Farmer May 27 at 10.30 Off Rec, 13, Bedford circus, Exeter
BEAUMONT, ANNIE, West Morecambe, Lancs June 4 at 3 Off Rec, 14, Chapel st, Preston
BROWN, HUGH HORATIO, Derby, Bank Clerk May 21 at 11 Off Rec, 40, St Mary's gate, Derby
CHAPMAN, SAMUEL, Huddersfield, Draper May 24 at 12 Off Rec, 19, John William st, Huddersfield
CLAPHAM, GEORGE, Knaresborough, Ropemaker May 26 at 12.15 Off Rec, 28, Stonegate, York
CONSTANTINE, EMILY LAZENBY, Halifax, Dressmaker May 24 at 11 Off Rec, Townhall chmbrs, Halifax
DAVIES, HAROLD, Cardiff May 25 at 11 Off Rec, 29, Queen st, Cardiff
DIXON, WALTER BENJAMIN, Leeds, Commission Agent May 24 at 11 Off Rec, 22, Park row, Leeds
EATON, JOHN WILLIAM, Smallbridge, Rochdale, Carter May 21 at 11 Townhall, Rochdale
ECCLES, JOSHUA, Formby, Lancs, Grocer May 24 at 12 Off Rec, 35, Victoria st, Liverpool
FELLOWS, HENRY, Sedgley, Staffs May 24 at 10.15 Off Rec, Dudley
GINGOLD, JAMES LIONEL, Maida Vale May 21 at 2.30 Bankruptcy bldgs, Carey st
GOFFIN, HERBERT JOHN, Old Jewry chmbrs, Law Costs Draftsman May 25 at 11 Bankruptcy buildings, Carey st
GRAINGER, JOHN, Port Carlisle, Cumberland, Innkeeper May 24 at 3 Off Rec, 34, Fisher st, Carlisle
HARLEY, ANDREW ALLEN, Kidderminster, Fruiterer May 25 at 12.40 S Thursfield, Kidderminster, Solicitor
HARRISON, WILLIAM, Stratton Audley, Oxford, Horse Trainer May 21 at 3 Off Rec, 1, St Aldate st, Oxford
HEMPSTED, N, Anerley, Surrey, Financier May 21 at 12.30 24, Railway app, London bridge
HEPTONSTALL, GEORGE TOWNSEND, Liverpool May 24 at 2.30 Off Rec, 35, Victoria st, Liverpool
HERRMAN, HENRY, Bargoed, Glam, Outfitter May 26 at 12 65, High st, Merthyr Tydfil
HILL, JOSIAH, Cardiff, Furniture Dealer May 24 at 3 65, High st, Merthyr Tydfil
HOULT, ARTHUR, Wolstanton, Staffs, Butcher May 24 at 12 Off Rec, King st, Newcastle under Lyme
JOHNSON, THOMAS, Eccles, Lancs May 26 at 3 Off Rec, Byrom st, Manchester
JUDSON, WALTER, Preston, Fancy Draper June 4 at 3.30 Off Rec, 14, Chapel st, Preston
LANGLEY, GEORGE JOHN, Holsworthy, Devon, House Decorator May 24 at 1.15 King's Arms Hotel, Barnstaple
LEWIS, FANNY ELIZABETH, Stourport, Grocer May 25 at 12 S Thursfield, Kidderminster, Solicitor
LLEWELYN, WILLIAM, Llansamlet, Glam, Grocer May 21 at 12 Off Rec, 31, Alexandra rd, Swansea
MACKINTOSH, JOHN, Cardiff, Manufacturer's Agent May 26 at 11 Off Rec, 29, Queen st, Cardiff
MCMURRAY, JOHN, Currock, Carlisle, Draper May 31 at 3 Off Rec, 34, Fisher st, Carlisle
MAXWELL, W M, Bishopsgate st May 28 at 12 Bankruptcy bldgs, Carey st
MERCER, HARRY, Cradley, Worcs, Brewer's Manager May 24 at 10.30 Off Rec, Dudley
MESSENGER, JOSEPH, Broomfield, Cumbrid, Innkeeper May 24 at 3.30 Off Rec, 34, Fisher st, Carlisle
THE METALS AND MINERALS EXPLORATION AND DEVELOPMENT Co, Fleet st May 26 at 2.30 Bankruptcy bldgs, Carey st
MOORE, HENRY WILLIAM, Ford, Devon, Skilled Labourer May 21 at 12 10, Athenæum ter, Plymouth
NICHOLS, CHARLES, jun, and JOHN HARRISON, Aldermanbury, Trimming Manufacturers May 25 at 12 Bankruptcy bldgs, Carey st
PAULEY, G W, Beak st, Regent st, Restaurateur May 21 at 2.30 Bankruptcy bldgs, Carey st
RADFORD, RICHARD ARTHUR, Burton on Trent, Draper May 21 at 11.30 Off Rec, 40, St Mary's gate, Derby
REDDISH, WILLIAM, Beeston, Notts May 21 at 12 Off Rec, St Peter's Church walk, Nottingham
RILEY, PETER, Bradford, Fireman May 24 at 11 Off Rec, 31, Manor row, Bradford
ROBERTSON, ALEXANDER, Carlisle, Coal Agent May 31 at 3.30 Off Rec, 34, Fisher st, Carlisle
STEVENS, JOHN, Plymouth, Ironmonger May 21 at 3.30 10, Athenæum ter, Plymouth
SWAIN, MARY MILLIGAN ELIZABETH DINWOODIE, Bard, nr Lancaster June 4 at 2.30 Off Rec, 14, Chapel st, Preston
THOMAS, EVAN, Nantymoel, Glam, Painter May 25 at 11.30 Off Rec, 29, Queen st, Cardiff
WALKER, WILLIAM HENRY, Coventry, Boot Maker May 24 at 12 Off Rec, 17, Hertford st, Coventry
WARREN, MARY ANN, Wellingborough, Confectioner May 21 at 12.30 County Court bldgs, Sheep st, Northampton
WIGNALL, THOMAS, St Helens, Lancs, Grocer May 25 at 12 Off Rec, 35, Victoria st, Liverpool
WOOLF, EDWARD, Chingford, Essex, Wine Merchant May 22 at 11.30 Off Rec, 95, Temple chmbrs, Temple avnue

ADJUDICATIONS.

ALFORD, ALBERT EDWARD, Portswood, Southampton, Plumber Southampton Pet May 10 Ord May 10
ANSTIS, JOHN, Stockland, Devon, Farmer Exeter Pet May 10 Ord May 10
BAKER, JOSEPH, Aveton Gifford, Devon, Miller Plymouth Pet May 11 Ord May 12
CANHAM, ALBERT EDWARD, Wincobank, Yorks, Builder Sheffield Pet May 11 Ord May 11
CHADDERTON, HERBERT, Hurleston, nr Nantwich, Farmer Nantwich Pet May 10 Ord May 10
CHAPMAN, SAMUEL, Huddersfield, Draper Huddersfield Pet April 24 Ord May 11
CLAPHAM, GEORGE, Knaresborough, Ropemaker York Pet April 27 Ord May 10
COOMBS, ARTHUR, Piccadilly High Court Pet May 11 Ord Sept 9
CRAGG, WILLIAM JOHN, Plymouth, Plumber Plymouth Pet May 11 Ord May 11
DAVIES, WILLIAM JOHN, Dowlais, Glam, Baker Merthyr Tydfil Pet May 8 Ord May 10
DAWSON, RICHARD, Bayswater, Civil Service Clerk High Court Pet March 2 Ord May 10
DEYCHON, HENRY, Whitley, Northumberland, Accountant Newcastle on Tyne Pet April 22 Ord May 8
DODD, AMANDA HENRIETTA, East Stonehouse, Devon, Stationer Plymouth Pet May 8 Ord May 10
DOE, WILLIAM, Canterbury, Hardwareman Canterbury Pet May 11 Ord May 12
DOW, JAMES, Bridgend, Glam, Veterinary Surgeon Cardiff Pet May 11 Ord May 11
ECCLES, JOSHUA, Formby, Lancs, Grocer Liverpool Pet May 1 Ord May 10
ELDOROUGH, WILLIAM CARRIERE, Old Broad st, Merchant High Court Pet Oct 15 Ord April 30
FISHER, WILLIAM, Wolverhampton Wolverhampton Pet May 10 Ord May 11
GINGOLD, JAMES LIONEL, Maida Vale High Court Pet April 10 Ord May 11
GRAY, WILLIAM EDGAR, New Broad st, Company Promoter High Court Pet April 9 Ord May 11
HARLEY, ANDREW ALLEN, Kidderminster, Fruiterer Kidderminster Pet May 8 Ord May 8

HARRIS, ALFRED SAMUEL, Moss Side, Manchester, House Furnisher Oldham Pet May 10 Ord May 11
HEPTONSTALL, GEORGE TOWNSEND, Liverpool Liverpool Pet April 26 Ord May 12
HOSSENT, WILLIAM, Leeds, Tailor Leeds Pet May 8 Ord May 8
JANE, JOHN, St Ive, Cornwall, Farmer Plymouth Pet Feb 13 Ord March 18
JONES, JOHN, Rhondda Valley, Glam, Collier Pontypridd Pet May 12 Ord May 12
JUMALLS, GEORGE, Bridgwater, Baker Bridgwater Pet May 10 Ord May 10
KEARSEY, FREDERICK, Cheltenham, Gardener Cheltenham Pet May 10 Ord May 10
KERRY, JOHN, Sheffield, Canvasser Sheffield Pet May 10 Ord May 10
MORRIS, WILLIAM, Swansea, Grocer Swansea Pet May 10 Ord May 10
NEWTON, JOSEPH LEWIS, Sneinton, Notts, Baker Nottingham Pet May 11 Ord May 11
OPENSHAW, GEORGE HENRY, Pendleton, Salford, Plumber Salford Pet May 10 Ord May 10
PRICE, JOHN, Glascomb, Radnor, Farmer Leominster Pet May 12 Ord May 12
RILEY, PETER, Bradford, Farmer Bradford Pet May 10 Ord May 10
ROBERTSON, ALEXANDER, Carlisle, Coal Agent Carlisle Pet May 11 Ord May 11
THOMAS, REES MORGAN, Senghenydd, Glam, Butcher Pontypridd Pet May 11 Ord May 11
WALKER, WILLIAM THOMAS, Colnbrook, Bucks Windsor Pet May 7 Ord May 10
WILLIAMS, WILLIAM SWAIN, Holyhead, Butcher Bangor Pet May 11 Ord May 11

ADJUDICATIONS ANNULLED.

BENNETT, WILLIAM HENRY, Powis sq, Bayswater, Theatrical Manager High Court Adjud Nov 14, 1894 Annul May 10, 1897
COGDON, JOHN MONTAGUE, Royal avenue, Chelsea, Gent High Court Adjud Aug 1, 1894 Annul May 10, 1897
KINGSTONE, JOHN, Barton Hill, Bristol, Grocer Bristol Adjud Aug 20, 1894 Annul April 30, 1897

London Gazette.—TUESDAY, May 18.

RECEIVING ORDERS.

BILLINGHAM, ALBERT, Quarry Bank, Stafford, Chain Manufacturer Stourbridge Pet May 13 Ord May 13
BROOK, WILLIAM, Hanley, Staffs, Butcher Hanley Pet May 13 Ord May 13
CHASTER, W G, Piccadilly High Court Pet Jan 20 Ord May 13
CROSSMAN, JOHN WEARE, Wookey, Somerset, Wheelwright Wells Pet May 13 Ord May 13
FLETCHER, FREDERICK, Deritend, Birmingham, Tobacconist Birmingham Pet May 15 Ord May 15
FLORENCE, F, Great Winchester st High Court Pet Mar 26 Ord May 14
GOULD, HENRY, Manchester, Physician Manchester Pet May 15 Ord May 15
GRIFFITHS, SIDNEY ALFRED, Hereford, Tailor Hereford Pet May 12 Ord May 12
HARDY, THOMAS, Southport, Cycle Agent Liverpool Pet April 23 Ord May 14
HARGREAVES, ROBERT, Birstall, York, Stationer Dewsbury Pet May 13 Ord May 13
HOSKING, HENRY JOHN, Towednack, Cornwall Innkeeper Truro Pet May 14 Ord May 14
HUNT, WILLIAM, Paternoster row, Bookseller High Court Pet May 14 Ord May 14
JAGGS, ARTHUR GEORGE, Danbury, Essex, Licensed Victualler Chelmsford Pet May 10 Ord May 10
JOHNSON, CHARLES H, Silverdale, Staffs, Clothier Hanley Pet May 3 Ord May 14
JOHNSON, ERNEST WILLIAM, Chorlton cum Hardy, Lancs, Foreign Correspondent Salford Pet May 13 Ord May 13
KNAPP, ARTHUR, Savile row High Court Pet May 13 Ord May 13
LOCKWOOD, GEORGE HENRY, Gainsborough, Plumber Lincoln Pet May 14 Ord May 14
MCINTYRE, CHARLES JOHN, Cardiff, Engineer Cardiff Pet May 1 Ord May 14
MAYO, THOMAS CECIL, Birmingham, Varnish Merchant Birmingham Pet May 14 Ord May 14
MILES, LAMBERT, Maindee, Newport, Builder Newport, Mon Pet April 28 Ord May 14
MITCHELL, EDWARD HENRY, West Bridgford, Notts, Hardware Dealer Nottingham Pet May 14 Ord May 14
MOCKLER, FREDERICK JAMES, Wotton under Edge, Glos Gloucester Pet May 15 Ord May 15
PATTINSON, WILLIAM BURNIP, Darlington, Baker Stockton on Tees Pet May 13 Ord May 13
PEPPER, THOMAS, Luton, Bedford, Revenue Officer Luton Pet April 8 Ord May 13
POWELL, JOHN MARTIN, Milford Haven, Pembroke, Stationer Pembroke Dock Pet May 13 Ord May 13
RAMSDEN, JOHN, Appletreewick, Yorks, Innkeeper Bradford Pet May 14 Ord May 14
ROBINSON, THOMAS, Middlesborough, Butcher Stockton on Tees Pet May 12 Ord May 12
SANDERSON, GEORGE CRUMP, Liverpool, Hotel Proprietor Liverpool Pet May 15 Ord May 15
SANDERSON, HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet May 14 Ord May 14
SMITH, ANNIE, Penzance, Baker Truro Pet May 12 Ord May 13
STRODE, WALTER EDEN, Yeovil, Baker Yeovil Pet May 14 Ord May 14
TAYLOR, GEORGE PEREIRA, Chapel st, Edgware rd Salford Pet May 14 Ord May 14
TEMPLETON, HENRY THOMAS NORGATE, London rd, Butcher High Court Pet April 29 Ord May 13
TENNANT, WILLIAM, Hanley, Staffs, Commission Agent Hanley Pet May 13 Ord May 13

Amended notice substituted for that published in the London Gazette of May 14:

INNALLS, GEORGE, Bridgwater, Baker Bridgwater Pet May 10 Ord May 10

FIRST MEETINGS.

ALLBRIGHTON, JOHN, Polesworth, Warwick, Collier June 16 at 11 23, Colmore row, Birmingham
BOTTOMLEY, JAMES, Oldham, Yarn Agent May 25 at 11.30 Off Rec, Bank chmbrs, Queen st, Oldham
BRACEWELL, HARTLEY, Burnley, Weaver May 28 at 1 Exchange Hotel, Nicholas st, Burnley
BROCKINGTON, GEORGE SAMUEL, Birmingham, Manufacturing Jeweller May 26 at 11 23, Colmore row, Birmingham
CANHAM, ALBERT EDWARD, Wincobank, Yorks, Builder May 26 at 3 Off Rec, Figtree ln, Sheffield
CHADWICK, JOSEPH BRIGGS, Sandside, nr Ulverston, Farmer May 25 at 3 Off Rec, 16, Cornwallis st, Barrow-in-Furness
CHASTER, W G, Piccadilly May 25 at 2.30 Bankruptcy bldgs, Carey st
COHEN, MARKS MENDES, Brady st, Provision Dealer May 25 at 12 Bankruptcy bldgs, Carey st
COLEY, GEORGE WELLS, Birmingham, Grocer May 27 at 11 23, Colmore row, Birmingham
CREEKE, ANTHONY BUCK, jun, Leadenhall st, Solicitor May 25 at 11 Bankruptcy bldgs, Carey st
CROSSMAN, JOHN WEARE, Wookey, Somerset, Wheelwright May 26 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
DICKINSON, ANNIE, Plymouth May 26 at 11 10, Athenæum ter, Plymouth
DODD, AMANDA HENRIETTA, East Stonehouse, Devon, Stationer May 26 at 11.30 10, Athenæum ter, Plymouth
EDWARDS, JOHN STEVENSON, Rhyl, Flints, Journalist May 26 at 2.30 Crypt chmbrs, Eastgate row, Chester
GOOD, JANE, Gt Grimsby May 26 at 11 Off Rec, 15, Osborne st, Gt Grimsby
INNALLS, GEORGE, Bridgwater, Baker May 28 at 10.45 Mr Tamlyn, High st, Bridgwater
JACKSON, MARY ELLEN, Oldham, Greengrocer May 25 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
JONES, MORRIS OWEN, Pontypridd, Builder May 27 at 12 65, High st, Merthyr Tydfil
JONES, THOMAS, Chester, Upholsterer May 26 at 3 Crypt chmbrs, Eastgate row, Chester
JOYNER, TIMOTHY, and JAMES JOYNER, Gloucester, Tailors May 25 at 3 Off Rec, Station rd, Gloucester
KEARSEY, FREDERICK, Cheltenham, Gardener May 27 at 3 County Court bldgs, Cheltenham
KERRY, JOHN, Sheffield, Canvasser May 26 at 2.30 Off Rec, Figtree lane, Sheffield
KNAPP, ARTHUR, Savile row May 31 at 12 Bankruptcy bldgs, Carey st
LAWRENCE, EDWARD, Walsall, Fruiterer May 27 at 11.30 Off Rec, Walsall
LINSCOTT, WALTER W, Finsbury pavement, Business Transfer Agent May 28 at 11 Bankruptcy bldgs, Carey st
MEEK, CHARLES, Leeds May 26 at 11 Off Rec, 22, Park row, Leeds
MORRIS, WILLIAM, Swansea, Grocer May 26 at 12 Off Rec, 31, Alexandra rd, Swansea
PALMER, WILLIAM, Birmingham, Coal Merchant May 28 at 11 23, Colmore row, Birmingham
PYMM, WILLIAM, senr, Wednesbury, Staffs, Builder May 27 at 11 Off Rec, Walsall
SALMON, THOMAS, Corwen, Merioneths, Chemist May 26 at 2.30 The Priory, Wrexham
SLOGGETT, ROBERT, Morwenstow, Cornwall May 25 at 2 White Hart Hotel, Holsworthy
TAPSCOTT, WILLIAM W, Liverpool, Shipowner June 1 at 12 Off Rec, 35, Victoria st, Liverpool
THOMAS, DAVID GRIFFITH, Cardiff, Commission Agent May 27 at 11 Off Rec, 29, Queen st, Cardiff
WADE, EDWIN SOMERSET, Teddington May 28 at 12 Bankruptcy bldgs, Carey st
WALKER, WILLIAM THOMAS, Colnbrook, Bucks May 25 at 3 95, Temple chmbrs, Temple avenue
WATSON, THOMAS WILLIAM, Sunderland, Accountant May 25 at 3 Off Rec, 25, John st, Sunderland
WILSON, J H, Manafon, Montgomerys, Farmer May 26 at 1 Off Rec, Llanidloes

ADJUDICATIONS.

ANDREWS, ALBERT, Leicester, Boot Manufacturer Leicester Pet April 24 Ord May 13
BILLINGHAM, ALBERT, Quarry Bank, Stafford, Chain Manufacturer Stourbridge Pet May 13 Ord May 13
BLAXELL, ARTHUR CRISP, Gt Yarmouth, Hay Dealer Gt Yarmouth Pet April 29 Ord May 15
BROOK, WILLIAM, Hanley, Staffs, Butcher Hanley Pet May 13 Ord May 13
CHADWICK, JOSEPH BRIGGS, Sandside, nr Ulverston, Farmer Ulverston Pet May 10 Ord May 14
COLEY, GEORGE WELLS, Birmingham, Grocer Birmingham Pet May 4 Ord May 14
CREEKE, ANTHONY BUCK, jun, Leadenhall st, Solicitor High Court Pet April 22 Ord May 13
CROSSMAN, JOHN WEARE, Wookey, Somerset, Wheelwright Wells Pet May 13 Ord May 13
DAVISON, WILLIAM ARTHUR, Connah's Quay, Flint Chester Pet April 9 Ord May 13
DOUBELL, HENRY GEORGE, Stockwell, Builder High Court Pet Mar 18 Ord May 14
GOFFIN, HERBERT JOHN, Old Jewry chmbrs, Law Costs Draftsman High Court Pet April 2 Ord May 13
GOULD, HENRY, Manchester, Physician Manchester Pet May 15 Ord May 15
GRAY, ROBERT, Esh New Winning, Durham, Grocer Durham Pet April 9 Ord May 11
GREATT, JOSEPH, Shrewsbury, Farmer Shrewsbury Pet May 9 Ord May 14
GRIFFITHS, SIDNEY ALFRED, Hereford, Tailor Hereford Pet May 12 Ord May 12
HARGREAVES, ROBERT, Birstall, York, Stationer Dewsbury Pet May 13 Ord May 13
HEMPSTED, N, Anerley, Surrey, Financier Croydon Pet Mar 16 Ord May 14
HOSKING, HENRY JOHN, Towednack, Cornwall, Innkeeper Truro Pet May 14 Ord May 13
JAGGS, ARTHUR GEORGE, Danbury, Essex, Licensed Victualler Chelmsford Pet May 10 Ord May 10
JAMES, GRIFFITH, Cardiff, Draper Cardiff Pet April 14 Ord May 14
LOCKWOOD, GEORGE HENRY, Gainsborough, Plumber Lincoln Pet May 14 Ord May 14
LOOKER, CHARLES, Maidenhead Windsor Pet April 14 Ord May 14
MITCHELL, EDWARD HENRY, West Bridgford, Notts, Hardware Dealer Nottingham Pet May 14 Ord May 14
PALMER, WILLIAM, Birmingham, Coal Merchant Birmingham Pet May 7 Ord May 14
PATTINSON, WILLIAM BURNIP, Darlington, Baker Stockton on Tees Pet May 13 Ord May 13
POWELL, JOHN MARTIN, Milford Haven, Stationer Pembroke Dock Pet May 13 Ord May 13
RAMSDEN, JOHN, Appletreewick, Yorks, Innkeeper Bradford Pet May 13 Ord May 14
RICKARD, JOHN, and NOEL GRAHAM WHITFIELD, Newport, Mon, Builders' Merchants Newport, Mon Pet April 30 Ord May 14
ROBINSON, THOMAS, Middlesborough, Butcher Stockton on Tees Pet May 11 Ord May 12
ROSSITER, HARRY, Clifton, Bristol, Builder Bristol Pet Feb 25 Ord May 13
SANDERSON, HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet May 14 Ord May 14
SARGENT, GEORGE, London wall High Court Pet Mar 5 Ord May 13
SMITH, ANNIE, Penzance Truro Pet May 12 Ord May 13
STRODE, WALTER EDEN, Yeovil, Baker Yeovil Pet May 14 Ord May 14
SWAIN, GEORGE FREDERICK, Farnham, Surrey, Fishmonger Guildford Pet May 7 Ord May 13
TAYLOR, GEORGE PEREIRA, Chapel st, Edgware rd Salford Pet May 14 Ord May 14
TENNANT, WILLIAM, Hanley, Staffs, Commission Agent Hanley Pet May 13 Ord May 13
WATSON, THOMAS MILLICAN, Sunderland, Accountant Sunderland Pet April 24 Ord May 13

Amended notice substituted for that published in the London Gazette of May 14:

INNALLS, GEORGE, Bridgwater, Baker Bridgwater Pet May 10 Ord May 10

ADJUDICATIONS ANNULLED.

SAVORY, ALLAN EDWARD (described in Receiving Order as A. E. Savory), Hemstall st, West Hampstead, Gent Adjud July 1, 1896 Annul May 13, 1897
WICKES, CHARLES H., Northwood, Middlesex, Gent Windsor Adjud Jan 28, 1897 Annul April 30